# Advanced Test Equipment Rentals

***The Knowledge. The Equipment. The Solution.***

**10401 Roselle Street, San Diego, CA 92121**

**800-404-ATEC (2832) • Fax: 858-558-6570 • www.atecorp.com**


**TERMS AND CONDITIONS FOR EQUIPMENT RENTAL**

**General Terms for Sales, Rentals, and Service**

The following are the terms and conditions applicable to rental, sales, and service of equipment from Advanced Test Equipment Corporation, Advanced Test Equipment Rentals, 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.

In the event any provision of this Agreement is determined to be invalid, illegal or otherwise unenforceable, such provision shall be deemed to have been removed from this Agreement. The remainder of this Agreement shall remain in full force and effect according to these terms.

This Agreement contains the entire understanding and Agreement of the parties with respect to the purchase and or rental of equipment from A.T.E., and or service of equipment owned by Customer. It supersedes all prior oral or written understandings and Agreements relating to the purchase or rental of equipment and or service of equipment owned by Customer. A.T.E.'s waiver of any provision of this Agreement shall not be deemed to waive it for the future.

The term "equipment" means all hardware, software, shipping containers, firmware, manuals, accessories, keys, options, tool kits, carrying cases, pouches and custom shipping containers related to the products set forth. 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.

**Pricing**

1. A.T.E. reserves the right, at any time and without notice to, change published rates, prices, and terms.

**Rental Term**

1. The rental term is defined as the minimum number of billing period(s) the Customer must satisfy in order to secure the rental rate quoted.
2. The Customer will be billed for the rental term, or until the rental is terminated in accordance with the terms and conditions hereof, **which ever is greater will be enforced**.
3. A.T.E. DOES NOT MODIFY THE ORIGINAL RENTAL TERM.
4. Customer has the option to rent equipment indefinitely, so long as they are not in breach of any of the terms and conditions hereof.
5. Rental of equipment will continue in accordance with all the terms and conditions hereof, or until termination of the rental is executed in accordance with the terms and conditions hereof.

**Rental Rate and Billing Periods**

1. The rental rate will be billed in accordance with this Agreement for each billing period that transpires. Customer may select billing periods as follows, however, not all billing periods are available for all products and or Customers:
    a. **Daily Billing Period.** The Customer is billed for a minimum of 1 calendar day. All equipment must be returned the same business day (Monday through Friday) or the following business day by 9:00a.m. P.S.T, to avoid additional rental fees. To avoid weekend rental fees (Saturday and Sunday), all daily rentals must be received by Friday, 5:00p.m. P.S.T. A daily billing period is NOT prorated. Daily Billing Periods are ONLY available to will call Customers.
    b. **Weekly Billing Period.** The Customer is billed for a minimum of 7 calendar days. After the rental term has expired, the Customer is billed on a weekly basis, but the rental is prorated on a per day basis. To avoid weekend

rental fees (Saturday and Sunday), all equipment must be received by Friday, 5:00p.m. P.S.T.

c. **Bi-Weekly Billing Period.** The Customer is billed for a minimum of 14 calendar days. After the rental term has expired, the Customer is billed on a bi-weekly basis, but the rental is prorated on a per day basis. To avoid weekend rental fees (Saturday and Sunday), all equipment must be received by Friday, 5:00p.m. P.S.T.

d. **Monthly Billing Period.** The Customer is billed for a minimum of 30 calendar days. After the rental term has expired, the Customer is billed on a monthly basis, but the rental is prorated on a per day basis. To avoid weekend rental fees (Saturday and Sunday), all equipment must be received by Friday, 5:00p.m. P.S.T.

**Request for Open Account, Payment Terms, and Minimum Order Requirements**

1. **Open Account Requests and Payment Terms**

   a. Prior to releasing or servicing an order for shipment, all payments must be confirmed and made in advance, unless approved otherwise by A.T.E.'s Credit Department.
   b. All requests by Customer for an open account must be requested in writing between A.T.E. & Customer and approved by A.T.E.'s Credit Department only.
   c. If Customer requests an open account with A.T.E., Customer must provide any information A.T.E. requires in order to process such request, including but not limited to, Purchase Order, completed A.T.E. Credit Application, current Financial Statements, evidence of insurance, and or a Personal Guarantee.
   d. Unless agreed to otherwise in writing between A.T.E. and Customer, A.T.E.'s standard payment terms for qualified Customers is 0%, net 30 days from date of invoice.
   e. All determinations whether to accept or deny a request for an open account by a Customer are determined by A.T.E.'s Credit Department only, and are performed without prejudice to race, religion, sex, national origin, age, and or any other characteristic protected by law.
   f. Established payment terms and credit limits for an open account Customer are subject to review and amendment by A.T.E.'s Credit Department only and will be performed without notice to Customer.
   g. All payments must be submitted in United States dollars.
   h. Customer is responsible for all bank charges in association with processing payment through an ACH clearing house, i.e. EFT (Wire Transfer).

2. **Minimum Order Requirements**

   a. **New Open Account Requests**
      1. All Customers headquartered in the United States require a minimum order of $450 U.S. Dollars to request an open account.
      2. Excluding the United States, all North American Trade Association (NAFTA) Customers headquartered in Canada or Mexico require a minimum order of $1,000 U.S. Dollars to request an open account.
      3. All Customers headquartered outside of the United States, Canada or Mexico require a minimum order of $2,500 U.S. Dollars AND a minimum rental term of 3 months to request an open account.
      4. All credit evaluations are determined without prejudice to race, religion, sex, national origin, age, or any other characteristic protected by law. All determinations are final.

   b. **Existing Open Accounts**
      1. All Customers with an open account that are headquartered in the United States require a minimum order of $150 U.S. Dollars.
      2. Excluding the United States, all North American Trade Association (NAFTA) Customers with an open account that are headquartered in Canada or Mexico require a minimum order of $500 U.S. Dollars.
      3. Customers with an open account that are headquartered outside of the United States, Canada or Mexico require a minimum order of $2,500 U.S. Dollars AND a minimum rental term of 3 months.

**Credit Card Orders**

1. Customer must complete a Credit Card Authorization form for every rental order or complete a blanket credit card authorization form for all orders placed with A.T.E..
2. ONLY credit cards from an F.D.I.C. banking institution member will be accepted.
3. Customer may not negotiate alternate forms of payment once a credit card order is processed.
4. Customer must notify A.T.E., regarding any changes to credit card information on file, including; name on card, credit card number, bill to address, CV2 code, and or expiration date.
5. Customer will be in default hereof for any unsuccessful charges to a credit card that are not resolved within 3 business days.

6. After the initial billing period, Customer will be entitled to receive 1 complimentary fee waiver for an unsuccessful credit card charge. Thereafter, Customer will be subject to a $10 processing fee for every unsuccessful attempt to charge a credit card on file.
7. Customer authorizes A.T.E. to charge the credit card on file for all rental fees in association with the Rental Agreement, including but not limited to, rental fees, missing accessories, software replacement, missing manuals, and damage or loss of equipment.
8. If a security deposit is required in addition to prepayment of the rental, the card holder will be notified of the security deposit amount. Once the security deposit is authorized by the card holder, or an authorized representative of the card holder, A.T.E. will charge the credit card and the security deposit will be retained by A.T.E. in accordance with the terms hereof.

**Default**

1. Customer will be in default hereunder if they fail to pay any sum due to A.T.E within payment terms 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, or the Customer breaches any of the terms and conditions hereof.
2. Upon the occurrence of any default, A.T.E. will recover from Customer, all equipment and or monies due hereunder.
3. 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.
4. 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.
5. Customer is considered in default once any sums remain unpaid that are not in accordance with the payment terms authorized by A.T.E.
6. Under default, A.T.E. at its option will repossess the equipment with or without demand or further notice, or if the equipment cannot be located by A.T.E., A.T.E. will terminate the rental at the end of the current billing period and bill the Customer for the equipment's full retail replacement price.
7. Default Customers are subject to a 1.5% finance charge per month, or what the current law permits.
8. Customer will be responsible for all fees and charges in association with the default, including but not limited to; collection fees, successful and or failed repossession attempts, legal expenses, and interest.

**Title**

1. Unless title is released in writing by A.T.E., title remains with A.T.E. at all times.
2. Customer is required to keep equipment free from all liens, levies, and encumbrances.
3. Customer will not remove, deface or obscure any identification labels on A.T.E. equipment, including but not limited to; serial numbers, asset labels, and or asset numbers.

**Geographic Location**

1. Upon request, Customer must be able to provide the complete address and location where the equipment presently resides.
2. Failure to provide the complete address where the equipment is located will constitute a default by Customer.

**Starting and Terminating a Rental**

1. **Rental Execution (Start Date)**
   a. The obligation to pay rent will start on the date of shipment and will continue in accordance with all the terms and conditions hereof, or until termination of the rental is executed in accordance with the terms and conditions hereof.

2. **Rental Termination (End Date)**
   a. **Rental Returns**
      i. All rental returns must be returned **PREPAID** by Customer to, Attention: Receiving Dept. Advanced Test Equipment, 10401 Roselle Street, San Diego, CA 92121.
      ii. No Return Material Authorization (RMA) number is required for a return that is NOT associated with equipment failure, damage, or Customer dissatisfaction with rental equipment.
      iii. All equipment must be returned to A.T.E. during normal business office hours. Excluding holidays, A.T.E's normal business hours are Monday—Friday, 8:00am to 5:00pm Pacific Standard Time.

iv. To avoid additional charges to Customer's account, Customer must return all equipment provided with the original shipment and packing slip, including but not limited to, hardware, software, shipping containers, firmware, manuals, accessories, options, tool kits, carrying cases, keys, pouches and custom shipping containers. Additionally, all equipment must be returned to A.T.E in the same condition as shipped, excluding normal wear and tear.

v. Customer's ability to terminate the rental will take effect on the day the equipment arrives back on A.T.E.'s receiving dock or the rental term expires, **whichever is greater will be enforced**.

vi. Customer's ability to permanently terminate the rental contract will take effect after the equipment passes end of rental inspection by A.T.E..

b. **Rental Equipment Purchases**

i. Requests to purchase rental equipment must be approved by A.T.E's Credit Department and must be confirmed in writing between A.T.E. and Customer in accordance with the terms and conditions hereof. **VERBAL RENTAL EQUIPMENT PURCHASES WILL NOT BE HONORED.**

ii. Customer's account must be in good standing and any past due balance must be resolved in order to execute a rental equipment purchase.

iii. Customer's ability to permanently terminate the rental will take effect after the rental term and current billing period expires AND once A.T.E receives full payment for all associated rental charges, fees and the sale invoice.

iv. Unless otherwise agreed to in writing between A.T.E. and Customer, no credit for rental fees paid, shall apply towards the sale price of equipment.

v. There is no expressed or implied option to purchase rental equipment unless there is an Agreement in writing between A.T.E. and the Customer prior to shipment.

vi. Transfer of title for rental equipment purchases will pass to the Customer once the terms and conditions hereof are satisfied.

vii. If Customer requests proof of title, A.T.E., will provide Customer with a copy of the sale invoice, stamped "Paid in full satisfaction with no encumbrances," and initialed by an authorized A.T.E. employee.

viii. AN EXPRESSED OR IMPLIED INTENT TO PURCHASE RENTAL EQUIPMENT BY CUSTOMER DOES NOT CONSTITUE A TERMINATION OF RENTAL.

ix. In the event Customer defaults, A.T.E. may void the sale invoice, reinstate the rental, and bill the Customer for any lapsed rental time. Additionally, the rental will be reinstated as a rental in default, in accordance with the terms hereof.

**Modifications to a Billing Period and or Rental Rate**

1. Modifications to a rental rate and or billing period must be approved by A.T.E's Credit Department and must be confirmed in writing between A.T.E. and Customer. **VERBAL MODIFICATIONS WILL NOT BE HONORED.**
2. Request from Customer to modify an existing rental rate or billing period can only be initiated after the rental term and current billing period expires.
3. Customer's account must be in good standing and any past due balance must be resolved in order to execute a modification to a billing period and or rental rate.

**Security Deposit**

1. Security deposits are determined without prejudice to race, religion, sex, national origin, age, or any other characteristic protected by law and maybe necessary as collateral for a Customer's account.
2. A.T.E. has no obligation to disclose how a security deposit is calculated.
3. Security deposits are retained by A.T.E. until all rentals are terminated in accordance with the terms hereof.
4. If Customer defaults, Customer irrevocably authorizes A.T.E. to deduct from the security deposit, the amount required to settle as much of the account as possible. Complete use of the security deposit in no way releases full liability to the terms and conditions hereof.
5. Once Customer's account is satisfied in full, A.T.E. will refund any remaining balance.

**Warranty**

1. A.T.E. warrants that equipment when delivered will be in good operating and physical condition, unless otherwise agreed to in writing.

**2. A.T.E.'S SOLE AND EXCLUSIVE REMEDY TO CUSTOMER UNDER THE FOREGOING WARRANTY WILL BE THAT A.T.E, AT ITS ELECTION, MAY (1) REPAIR OR REPLACE ANY EQUIPMENT THAT FAILS TO MEET WARRANTY HEREOF, SUBJECT TO EQUIPMENT AVAILABILITY OR (2) TERMINATE THIS AGREEMENT WITHOUT ANY LIABILITY TO ALL PARTIES.**

**Limitation of Liability**

1. **IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL A.T.E. BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO; LOSS OF PROFIT OR REVENUE, LOSS OF USE OF THE PRODUCTS, OR ANY ASSOCIATED EQUIPMENT, COST OF SUBSTITUTED PRODUCTS, FACILITIES, SERVICES, OR REPLACEMENT POWER, DOWN TIME COSTS, OR CLAIMS OF THE CUSTOMER'S FOR SUCH DAMAGES. THE FOREGOING WARRANTY SHALL CONSTITUTE THE SOLE REMEDY OF THE CUSTOMER AND THE SOLE LIABILITY OF A.T.E.**

   **CUSTOMER IS AWARE THAT A.T.E. IS NOT THE MANUFACTURER OF ANY EQUIPMENT. THE FOREGOING LIMITED WARRANTY AND REMEDY ARE THE EXCLUSIVE WARRANTY AND REMEDY AND ARE IN LIEU OF ANY ORAL REPRESENTATION AND ALL OTHER WARRANTIES AND REMEDIES, WHETHER IMPLIED OR STATUTORY, OTHER THAN THE FOREGOING LIMITED WARRANTY, A.T.E HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, THE DESIGN, COMPLIANCE WITH SPECIFICATION, OPERATION, OR CONDITION OF ANY EQUIPMENT (OR ANY PART THEREOF), THE MERCHANTABILITY OR FITNESS OF ANY EQUIPMENT FOR A PARTICULAR PURPOSE OR ISSUES REGARDING PATENT INFRINGEMENT, TITLE AND THE LIKE, IT IS FURTHER AGREED THAT A.T.E. SHALL HAVE NO LIABILITY TO CUSTOMER, OR THE CUSTOMERS OF CUSTOMER, OR ANY OTHER PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES BASED ON STRICT AND ABSOLUTE TORT LIABILITY, OR A.T.E.' NEGLIGENCE OR OTHERWISE.**

**Freight and Shipping**

1. All shipping arrangements are the responsibility of the Customer and all equipment shipped will be shipped freight collect on Customer's account, unless otherwise agreed to in writing.
2. Customer is responsible for all transportation charges to and from A.T.E., including but not limited to, packaging, courier charges, and any import and or export custom duty fees and taxes.
3. Any requests for prepay and add shipments will be subject to the standard freight rate of the courier and or forwarding agent and a handling fee.
4. Handling charges will be billed as necessary and included in the shipping charge.
5. Customer bears all risk for such shipment to and from A.T.E., and after the time of delivery to the carrier or forwarding agent.
6. It is Customer's sole obligation to ensure all matters of freight and shipping are finalized. IN NO WAY WILL A.T.E. BE HELD RESPONSBILE FOR CUSTOMER'S FAILURE TO FINALIZE FREIGHT AND SHIPPING ARRANGMENTS THAT RESULT IN A CONTINUANCE OF A RENTAL IN ACCORDANCE WITH THE TERMS HEREOF.
7. All equipment is shipped F.O.B. point of origin.
8. A.T.E. is not responsible for transportation delays.

**Insurance**

1. Customer will insure all equipment against any loss for not less than the full retail replacement price of each item, and if requested by A.T.E shall provide evidence of such insurance.

**Customer Responsibility**

1. The Customer shall not assign or sublet the equipment under this Rental Agreement unless authorized to do so in writing by A.T.E. management.
2. Customer must comply with all federal, state, and local regulations, safety practices and procedures.
3. Customer assumes full responsibility for reading and following all supplied manuals, instructions, warning labels, and ensuring that all personnel coming in contact with equipment are properly instructed and trained in its use.
4. Excluding normal wear and tear, it is Customer's responsibility to return equipment to A.T.E. in the same condition as

shipped.

5. Customer will not make any alterations, additions, modifications, or improvements to rental equipment and will only use it for the purpose and in the manner it was intended.
6. Customer is responsible for the safekeeping of all equipment and shall bear the risk of any loss of the equipment for any reason, including but not limited to; Customer abuse, Customer misuse, Customer negligence, damage sustained in transit, damage caused by exposure to harsh environmental conditions, hazardous materials, and/or operating conditions, damage caused by accident or acts of God, loss, theft, or any other reason.
7. Upon receipt of shipment, it is Customer's obligation to immediately inspect equipment to confirm equipment received is; (a) as stated on the packing list, (b) As ordered by Customer, (c) not damaged while in transit, and (d) Equipment is operating in conformance with A.T.E. warranty.
8. In the event Customer is dissatisfied with the equipment and or there are discrepancies between the packing list and equipment received, Customer must notify A.T.E. within time allowed as follows:
    a. Daily Rental. A.T.E. allows 2 hours from receipt of equipment to report dissatisfaction of equipment. No grace period is allowed for packing slip discrepancies, considering only will call Customers may execute a daily rental.
    b. Weekly and Bi-Weekly Rentals. A.T.E. allows 1 business day after receipt of shipment to report dissatisfaction with equipment and or discrepancies between packing list and equipment received.
    c. Monthly Rental. A.T.E. allows 3 business days after receipt of equipment to report dissatisfaction with equipment and or discrepancies between packing list and equipment received.
9. **FAILURE TO NOTIFY A.T.E. WILL CONSTITUTE CUSTOMER'S COMPLETE ACCEPTANCE OF SHIPMENT AND FORFEITS ALL RIGHTS TO A.T.E WARRANTY.**
10. In the event Customer notifies A.T.E. within time allowed and decides to return equipment, Customer must complete a Return Material Authorization Form and obtain a Return Material Authorization Number.
11. In the event Customer returns equipment, Customer is NOT relieved of any obligation or liability until A.T.E. evaluates equipment and/or validates Customer's claim(s). Additionally, Customer will be subject to a restocking fee in the event A.T.E. is unable to validate Customer's claim(s).

**Liability, Loss, Damage, and Repairs**

1. Customer is responsible for all damage or loss of equipment.
2. Loss or damage of equipment includes but is not limited to, stolen, misplaced, lost, or damaged equipment.
3. Customer is responsible for equipment from the date of shipment to the date the equipment is received by A.T.E, and until the equipment passes end of rental inspection by A.T.E.
4. Equipment reported misplaced, lost, or stolen by Customer will obligate Customer to pay A.T.E. for all costs associated with replacing equipment at full retail replacement price.
5. Rental termination for equipment reported misplaced, lost or stolen by Customer will take effect on the date Customer provides A.T.E. a valid police report or insurance claim, or Customer executes a Purchase from Rental in accordance with the terms and conditions hereof.
6. Equipment damaged by Customer will obligate the Customer to pay A.T.E. for all costs associated with repairing the equipment to the same physical and operating condition as when shipped to the Customer, including but not limited to; equipment downtime, parts, labor, calibration fees, and or processing fees.
7. In the event A.T.E. determines the damage to the equipment is beyond economical repair, customer will be obligated to replace the equipment at full retail replacement price and pay A.T.E. for any costs associated with making such determination, including but not limited to equipment evaluation fees, insurance appraisal fees, and or processing fees.
8. Rental termination for equipment damaged by Customer will take effect on the date A.T.E. receives the replacement equipment AND the replacement equipment passes inspection by A.T.E., or on the date the damaged equipment is repaired to the same physical and operating condition as when shipped to the Customer.
9. Determinations to repair or replace equipment damaged by Customer will be executed by A.T.E. management ONLY.
10. Damaged equipment that is replaced by A.T.E. is NOT a Sale or Purchase from Rental transaction and A.T.E. does not have any duty to account to Customer for the proceeds of any disposition of the damaged equipment.

**Software**

1. If equipment includes any software, software shall remain the property of the licensor. The terms and conditions of any software license Agreement covering the software are incorporated herein by reference and supersede anything to the contrary herein.
2. Customer agrees to be bound by such terms and conditions, particularly those limiting the use and transfer of the software.
3. Except as otherwise permitted herein, Customer shall use the software only with the equipment and shall not copy, remove, sublicense, rent, transfer, assign, sell, alter, modify or encumber the software without licensor's prior written consent.
4. Software is warranted only to the extent provided for directly by the licensor.
5. A.T.E. makes no warranty as to the performance of any software.

6. The Customer hereby acknowledges that its use of any software accompanying a computer that is rented is governed by the applicable end user license Agreement of the licensor.
7. Customer shall be fully responsible for, and shall indemnify, hold harmless, and, if so requested by A.T.E., defend A.T.E. from and against, all matters whatsoever arising out of or in connection with or relating to software supplied to Customer, including, without limitation, the ownership, licensing, licensing terms, licensed quantities, warranties, functionality, fitness for use, operation, installation, and deinstallation thereof.

**Restocking Fee**

1. A restocking fee will apply when a Customer enters into a Rental Agreement with A.T.E. and subsequently cancels the order.
2. A.T.E. will enforce a restocking fee when A.T.E. shares no fault in the cancellation, A.T.E. has used its resources to process the Customer's order, and the Customer has not satisfied the rental term.
3. At minimum, a restocking fee will be assessed for $150 or 25% of the rental rate, **whichever is greater will be enforced**. However, if the minimum restocking fee does not adequately compensate A.T.E. for its loss in the cancellation, A.T.E. may assess additional charges up to but not to exceed the total amount of the Rental Agreement.
4. Restocking fee payment terms are due upon receipt, regardless of payment terms set on the Customer's account.

**Return Material Authorization (R.M.A.)**

1. An R.M.A. form must be requested, completed, signed and returned to A.T.E. by the Customer for the equipment Customer claims is failing, damaged, or Customer is dissatisfied with.
2. R.M.A. numbers will be issued by A.T.E ONLY.
3. All R.M.A. returns must be shipped **PREPAID** by Customer to, Attention: Receiving Dept. Advanced Test Equipment, 10401 Roselle Street, San Diego, CA 92121.
4. All R.M.A. returns must include a completed copy of the R.M.A. form.
5. Authorization by A.T.E. to ship replacement units to Customer, prior to A.T.E. inspecting equipment that Customer claims is failing, damaged, or Customer is dissatisfied with, will be done on a case by case basis, and subject to equipment availability and management discretion.
6. **NO REPLACEMENT UNIT(S), WILL BE SHIPPED UNTIL THE R.M.A. FORM IS COMPLETED, SIGNED, AND RETURNED TO A.T.E.**
7. **ALL R.M.A. EQUIPMENT RETURNS ARE SUBJECT TO END OF RENTAL INSPECTION BY A.T.E, IN ACCORDANCE WITH THE TERMS AND CONDITIONS HERE OF.**
8. **FAILURE BY CUSTOMER TO SHIP EQUIPMENT BACK TO A.T.E., OR A DESIGNATED SHIP TO LOCATION, WITHIN 5 BUSINESS DAYS FROM THE DATE AN R.M.A. NUMBER IS ISSUED, WILL CONSTITUTE THE CONTINUANCE OF THE RENTAL, IN ACCORDANCE WITH THE TERMS AND CONDITIONS HERE OF.**

**Errors**

1. Stenographic, typographic and clerical errors are subject to correction and customer hereby agrees to amend any documents that require corrections or signature.

**Taxes**

1. All prices are quoted without sales tax.
2. All sales tax collections as required by federal and state law will be calculated and enforced once billed.
3. Customer is obligated to pay all federal, state, and local taxes, unless a tax exemption certificate is provided.

**THE ABOVE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.**
**EFFECTIVE DATE: 10/01/07**