



**ADVANCED TEST EQUIPMENT CORPORATION**  
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**RENTALS • SALES • SERVICE • SOLUTIONS**

## **TERMS AND CONDITION FOR SERVICE OF EQUIPMENT**

### *General Terms and Conditions*

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 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. Upon the occurrence of any default, A.T.E. will: (1) terminate the rental of all products or equipment rented to customer under this agreement, (2) require customer to assemble and return all such products or equipment, or repossess all such products 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 may 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.

### *Specific Terms and Conditions for Service of Customer Owned Equipment*

1. A.T.E. must be notified in advance of equipment being shipped to A.T.E. for repair and/or calibration.
2. Customer must arrange all transportation at customer's expense. A.T.E. pick-up and delivery fees vary depending upon customer's location.
3. A.T.E. is not responsible for any loss or damage to equipment due to theft, mysterious disappearance, fire or other cause while customer owned equipment is in transit to or from A.T.E., via common courier or carrier.
4. All appropriate accessories and manuals must accompany equipment being sent to A.T.E.
5. A detailed description of problem or work required should accompany all equipment along with R.M.A. number.
6. A.T.E. does not offer flat rate repairs. All estimates to repair and or calibrate customer owned equipment are subject to additional charges as they are determined.
7. A.T.E. must obtain authorization from customer for additional work or parts required in excess of original estimate. In the event customer does not authorize additional repair charges A.T.E. has no further obligation to complete service other than work performed according to original estimate, and customer is obligated to pay for all work and materials according to original estimate.
8. Final repair and/or calibration charges are based on actual time and materials.
9. Customer assumes full responsibility for compliance with all state, federal, and local regulations and ordinances.

10. In no event will A.T.E. be liable to customer for any consequential, incidental, or exemplary damages, such as loss of revenues, damage to any equipment, cost of substitute equipment, or down time costs.
11. A.T.E. is not responsible for any damages resulting from human or calibration error.
12. A.T.E. will not be responsible for any delays or failures in making repairs or replacement, due to unavailability of parts or labor, strikes, delays in transportation or other causes beyond A.T.E.'s control.

### ***Pricing and Terms of Payment***

13. Customer agrees that prices specified by seller are acceptable and are presumed to be fair and reasonable.
14. All payments must be secured and paid in advance in United States dollar, unless requested otherwise from customer and approved by A.T.E.
15. If customer requests payment arrangements other than payment in advance, customer must cooperate in the completion and submission of credit statements to A.T.E.'s accounting department.
16. For domestic customers (United States), a minimum billing of \$500.00 is required to request a credit account with A.T.E.
17. For international customers (outside United States) other than Canada, a minimum billing of \$3,000.00 is required to request a credit account. Canada is subject to a \$1,000.00 minimum billing to request a credit account.
18. All credit evaluations are predicated upon customer's credit worthiness, credit history, financial stability, and ability to pay, and are determined without prejudice to race, religion, sex, national origin, age, or any other characteristic protected by law. All credit evaluations are final.
19. If credit terms are granted, any sums not paid within the payment terms are subject to a 1.5% finance charge per month, or what the current law permits.
20. Any invoice that remains unpaid after the due date is considered delinquent.
21. Non payment or delinquent payment annuls any and all warranties.
22. Customer agrees and understands that all required collection fees, legal expenses, and interest will be charged to debtor in the event of default, or failure to pay by debtor.
23. No installment or payment plan is expressed or implied, and total amount is due according to the payment terms established in writing with customer prior to shipment of equipment.
24. A.T.E. does not modify payment terms once they are established between customer and A.T.E, unless agreed to in writing between A.T.E. and customer.

### ***Evaluation Fees***

25. Evaluation fees are required by A.T.E. to assess functionality and performance of customer owned equipment.
26. An evaluation fee for equipment needing repair must be agreed to in writing prior to customer shipping equipment to A.T.E.
27. Evaluation fees are non-transferable and can only be applied towards repair and or calibration charges for equipment the evaluation fee was intended.
28. The minimum evaluation fee is \$100.00 in U.S. Dollar.
29. Once the evaluation fee is agreed to in writing, A.T.E. will authorize shipment of customer owned equipment to A.T.E. Service Facility by providing customer a Return Material Authorization number.
30. In the event customer approves A.T.E. estimate for repair and/or calibration, and authorizes A.T.E. to perform service on equipment, the evaluation fee will be applied towards actual repairs and/or calibration charges.

### ***Estimates***

31. Once the evaluation is complete A.T.E. will provide customer an estimate to repair and or calibrate customer owned equipment.
32. If customer requests A.T.E. to perform repair and or calibration on equipment, the repair and or calibration must be agreed to in writing prior to A.T.E. performing any work.

33. In the event customer does not wish to pursue repair and or calibration based on A.T.E. estimate, payment for evaluation fee must be made prior to return of customer equipment, unless otherwise agreed to in writing.

***Mechanics Lien***

34. Customer hereby grants to A.T.E. a mechanics lien on any and all equipment that A.T.E. has repaired, evaluated, and or calibrated, that customer has not paid for according to the terms agreed to between A.T.E. and customer.

***Warranty for Service Performed on Customer Owned Equipment***

35. A.T.E. warrants only that customer owned equipment, when returned will have the specific problem(s) corrected, and the specific problems will be in good operating condition, unless otherwise agreed to in writing.
36. A.T.E. warranty for serviced equipment is only valid 90 days from shipment date, unless otherwise agreed to in writing.
37. Warranty is limited to those components repaired, calibrated, or replaced, unless otherwise agreed to in writing between A.T.E. and customer.
38. A.T.E. does not warrant any failures unassociated with A.T.E. repairs.
39. The sole obligation of A.T.E. under the foregoing warranty will be to repair and or calibrate serviced equipment that fails to meet said warranty, and such obligation will constitute the sole and exclusive remedy of customer.
40. The foregoing warranty does not apply to any damage to equipment caused by accident, abuse, negligence, or misuse by customer.
41. A.T.E. IS NOT THE MANUFACTURER OF ANY EQUIPMENT. A.T.E. DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE EQUIPMENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY.

***Freight and Shipping***

42. All equipment is shipped to and from A.T.E. at customer's expense, unless otherwise agreed to in writing.
43. All shipping arrangements must be designated by customer and shipped freight collect unless otherwise agreed to in writing.
44. Any request other than freight collect on customer account is subject to the standard freight rate of the courier or carrier.

***Insuring Equipment***

45. It is customer's decision whether to insure shipments for full, new replacement value.
46. In the event insurance is not obtained it will be assumed that customer wishes to self-insure.

***Reporting discrepancies upon receipt of equipment***

47. Upon receipt of customer owned equipment, it is customer's obligation to immediately inspect equipment to confirm equipment received is; (a) as stated on packing list (b) received with all items sent to A.T.E. (c) serviced according to agreement in writing.
48. A.T.E. only guarantees that when service is complete, and equipment is returned to customer, service performed will be according to the written agreement, and that all components which service was performed will be covered under A.T.E. warranty.
49. In the event there are discrepancies with packing list and equipment received by customer, all items are not returned, or customer is dissatisfied with service performed, customer should notify A.T.E. immediately. A.T.E. ALLOWS 24 HOURS FROM RECEIPT OF EQUIPMENT TO REPORT ANY DISCREPANCIES OF PACKING LIST OR MISSING ITEMS. FAILURE TO COMPLY WITH

THIS OBLIGATION CONSTITUTES CUSTOMER'S ACCEPTANCE OF EQUIPMENT IN FULL, FORFEITURE OF RIGHT TO REFUTE PAYMENT TO A.T.E., AND FORFEITURE OF ANY CLAIMS AGAINST A.T.E. DISSATISFACTION WITH SERVICE PERFORMED IS SUBJECT TO THE TERMS AND CONDITIONS OF WARRANTY OF SERVICE PERFORMED ON CUSTOMER OWNED EQUIPMENT (REFER TO THAT SECTION FOR CLARIFICATION).

- 50. In the event customer notifies A.T.E. regarding dissatisfaction with service performed within the time allowed, and decides to return equipment, customer must obtain a Return Material Authorization Number and follow the guidelines within the Return Material Authorization terms and conditions to prevent refusal of equipment. (REFER TO RETURN MATERIAL AUTHORIZATION TERMS AND CONDITIONS).
- 51. 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).

***Return Material Authorization (RMA) for equipment failure within warranty period***

- 52. A Return Material Authorization form must be completed and signed by customer for serviced equipment failures that are within warranty period.
- 53. A.T.E. is ONLY responsible for associated costs to remedy any equipment failure that is not due to customer abuse, negligence, or operator error. These costs are limited to equipment repair and transportation to and from customer location via NON-Priority shipping method. All returns must be shipped to A.T.E., prepaid by customer, which are reimbursable to customer upon absolving customer abuse, operator error, and or negligence.
- 54. If upon lab inspection of failed equipment there is evidence of customer abuse, negligence, or operator error, the customer is liable for all transportation costs, evaluation fees, and all repair charges.

***Taxes***

- 55. Prices do not include taxes. Taxes will be added to the invoice as required by law and will be billed and collected accordingly.
- 56. Customer is obligated to pay all federal, state, and local taxes without limitation, unless proper tax exemption documentation is provided by the paying entity.

**I HAVE READ AND ACCEPT THE ABOVE TERMS AND CONDITIONS TO BE BINDING IN ALL DEALINGS WITH A.T.E.**

**FOR (COMPANY NAME)** \_\_\_\_\_

**BY (PRINT NAME)** \_\_\_\_\_ **TITLE** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**THE ABOVE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.**

**EFFECTIVE DATE: 01/25/02**