



TERMS AND CONDITION FOR SERVICE OF EQUIPMENT

General Terms and Conditions

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

It is the responsibility of the customer to provide a specific calibration interval on all equipment requested. If the customer does not provide a calibration interval, ATEC's Active Use Calibration Program will be used as a default.

ATEC uses simple acceptance of measured values when a decision rule is needed based on uncertainty data. ATEC does not offer statements of conformity as a decision rule.

Customer will be in default thereunder if it fails to pay any sum due to ATEC within payment terms granted or fails to timely perform any other obligation owing to ATEC, or if any bankruptcy or similar proceedings under federal or state law are filed by or against customer.

All rights and remedies of ATEC 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 ATEC harmless for any damage done by serviced equipment to other equipment, projects or personnel and will insure ATEC against any such liability.

Specific Terms and Conditions for Service of Customer Owned Equipment

1. ATEC must be notified in advance of equipment being shipped to ATEC for repair and/or calibration.
2. Customer must arrange all transportation at customer's expense. ATEC pick-up and delivery fees vary depending upon customer's location.
3. ATEC 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 ATEC, via common courier or carrier.
4. All standard accessories and manuals must accompany equipment being sent to ATEC
5. A detailed description of problem or work required should accompany all equipment along with RMA number.
6. All estimates to repair and or calibrate customer owned equipment are subject to additional charges as they are determined.
7. ATEC must obtain authorization from customer for additional work or parts required more than original estimate. In the event customer does not authorize additional repair charges ATEC 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 ATEC 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. ATEC is not responsible for any damages resulting from human or calibration error.
12. ATEC 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 ATEC'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 ATEC.
15. If customer requests payment arrangements other than payment in advance, customer must cooperate in the completion of credit application and may be required to submit financial statements to ATEC's accounting department.
16. For domestic customers (United States), a minimum billing of \$500.00 is required to request a credit account with ATEC.
17. For international customers (outside United States) a minimum billing of \$1,000.00 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 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. ATEC does not modify payment terms once they are established between customer and ATEC, unless agreed to in writing between ATEC and customer.

Evaluation Fees

25. Evaluation fees are required by ATEC 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 ATEC.
27. Evaluation fees are non-transferable and can only be applied towards repair and or calibration charges for the specific equipment the evaluation fee was intended.
28. The minimum evaluation fee is \$500.00 in U.S. Dollar.
29. Once the evaluation fee is agreed to in writing, ATEC will authorize shipment of customer owned equipment to ATEC Service Facility by providing customer a Return Material Authorization number (RMA#).
30. In the event customer approves the ATEC estimate for repair and/or calibration, and authorizes ATEC 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 ATEC will provide customer an estimate to repair and or calibrate customer owned equipment.
32. If customer requests ATEC to perform repair and or calibration on equipment, the repair and or calibration must be agreed to in writing prior to ATEC performing any work.

33. In the event customer does not wish to pursue repair and or calibration based on ATEC 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 ATEC a mechanics lien on all equipment that ATEC has repaired, evaluated, and or calibrated, that customer has not paid for according to the terms agreed to between ATEC and customer.

Warranty for Service Performed on Customer Owned Equipment

35. ATEC 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. ATEC 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 ATEC and customer.
38. ATEC does not warrant any failures unassociated with ATEC repairs.
39. The sole obligation of ATEC under the foregoing warranty will be to repair and or recalibrate 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, or in transit to and/or from ATEC.
41. ATEC IS NOT THE MANUFACTURER OF ANY EQUIPMENT. ATEC 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 ATEC 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 ATEC (c) serviced according to agreement in writing.
48. ATEC 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 or repair was performed will be covered under ATEC 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 ATEC immediately. ATEC 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 AND FULL, FORFEITURE OF RIGHT TO REFUTE PAYMENT TO ATEC, AND FORFEITURE OF ANY CLAIMS AGAINST ATEC 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 ATEC 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 BELOW).
- 51. In the event customer returns equipment, customer is NOT relieved of any obligation or liability until ATEC 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. ATEC is ONLY responsible for associated costs to remedy any equipment failure that is not due to customer abuse, negligence, misuse, 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 ATEC, prepaid by customer, which are reimbursable to customer upon absolving customer abuse, operator error, negligence, or misuse.
- 54. If upon lab inspection of failed equipment there is evidence of customer abuse, negligence, operator error, or misuse 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 ATEC

FOR (COMPANY NAME) _____

BY (PRINT NAME) _____ TITLE _____

SIGNATURE _____ DATE _____

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