



**219 East Main Street, Suite 117
Mechanicsburg, PA USA, 17055
Phone: 866-337-4356
or: 717-697-8546
Fax: 717-697-2122
email: Sales@FlowRental.com**

Ultrasonic Flow Meter Rental Agreement

Please read this Rental Agreement Form, complete the second page and fax that page only back to us at 717-697-2122 or email the completed page to sales@flowrental.com.

TERMS AND CONDITIONS

- 1) This Rental Agreement is made between **FlowRental Inc.** (219 East Main Street Mechanicsburg, PA, USA, 17055) and the Renter (detailed under the "Bill To" address) on the second page of this Agreement.
- 2) FlowRental Inc. agrees to provide an Ultrasonic Flow Meter and all associated parts (herein referred to as Equipment), for a Rental Period not less than one day which will begin when the Equipment leaves FlowRental Inc. premises and will end upon return to FlowRental Inc.
- 3) Title to the Equipment is, and at all times shall remain in the name of FlowRental Inc. Renter will not permit the Equipment to be used by any person other than a representative of the Renter.
- 4) The Renter is responsible for all Domestic and International Freight Charges, plus all Customs, Duties, Taxes or Fees generated by any agency. If FlowRental Inc. is charged with any International Freight, Customs, Duties, Tax or Fee, these values will be added to subsequent invoicing.
- 5) FlowRental Inc. will attempt to ship the Equipment on the Renter's shipping account, or if requested, FlowRental Inc. will use our own FedEx Express shipping account and will add those costs to resulting invoices.
- 6) Once the Equipment has left FlowRental Inc. facilities, the Renter is responsible for all damages, regardless of the source. Should FlowRental Inc. discover damage to the Equipment upon return, FlowRental Inc. will notify the Renter of such findings and will include the cost of repair or replacement in a subsequent invoice.
- 7) The Renter shall examine the Equipment upon receipt and immediately notify FlowRental Inc. of any shortages or damages incurred during shipping.
- 8) Renter shall use the Equipment in a careful manner and shall comply with all laws relating to its possession, use or maintenance.
- 9) None of FlowRental Inc. rental Equipment are certified for Intrinsically Safe or Explosion Proof environments and should not be used in areas requiring such certification.
- 10) FlowRental Inc. Equipment are not waterproof and should not be used in applications where damage may result from exposure to wet environments.
- 11) If the Renter finds the Equipment unacceptable for their application, they must notify FlowRental Inc. within 24 hours of receipt, or the Renter will be responsible for paying the entire rental period until the Equipment is returned to FlowRental Inc.
- 12) FlowRental Inc. shall not be liable to Renter for any loss, delay or damage of any kind resulting from defects in or inefficiencies of the Equipment or accidental breakage thereof. FlowRental Inc. is not responsible to any party for misused procedures or misinterpretation of Equipment data.
- 13) Renter shall be solely responsible for and shall indemnify, defend and hold FlowRental Inc. harmless against all claims, suits, damages or losses, specifically including the loss of use of property, and all other liabilities whatsoever, including related expenses and attorney's fees, for or on account of injuries to or death of any person, including but not limited to the property of the Renter or FlowRental Inc., occasioned by the operation, handling or transportation of the Equipment during the rental period or while the Equipment is in the possession or control of the Renter.
- 14) Upon the termination of this Agreement, Renter will promptly return Equipment and all attachments and parts to FlowRental Inc. place of business. Renter is responsible for delays in shipping and will be responsible for daily rental charges accrued during the time when the Equipment is not at FlowRental Inc. premises.
- 15) Equipment must be returned in the same condition in which such Equipment was received and in clean, working condition, ordinary wear and tear accepted. FlowRental Inc. reserves the right to apply cleaning fees as FlowRental Inc. determines necessary. Renter agrees to pay the full cost for any damage to or loss of such Equipment.
- 16) Renter will not retain Equipment beyond the "Anticipated Return Date" noted on the next page, without prior consent of FlowRental Inc.
- 17) If FlowRental Inc. has not been notified of the Renters intention to extend the Rental Period beyond the Anticipated Return Date, the Equipment may be reported as stolen and appropriate legal action taken to recover the Equipment.
- 18) If the Renter retains the Equipment for any period extending beyond 30 calendar days, FlowRental Inc. will generate and submit for payment, a Rental Invoice for the previous 30 day period.
- 19) Renter will pay the resulting Rental Invoice within 30 days of receipt. Renter agrees to pay finance charges, at the rate of 2.0% per month until paid in full, and all collection charges and reasonable attorney's fees associated with collection of all past-due Rental Invoices.
- 20) If you plan on paying your invoice via Credit Card, call our office (866-337-4356) with the Card details and we'll gladly accept your payment.
- 21) One week's rental fee may be applied towards the purchase of new Equipment, only if the Renter generates a Purchase Order for new Equipment within 30 days of receipt of the original rental invoice.
- 22) If the Equipment is rented for 5 days or more rental fees will not accrue for weekend days. Rental fees will not accrue for weekend days when Equipment is shipped for Monday Morning arrival.



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22) In the event of any dispute arising under any order for which resort to the courts becomes necessary, the parties agree that personal jurisdiction and venue in any such legal proceedings shall be exclusively in the Court of Common Pleas for the Commonwealth of Pennsylvania, Cumberland County, to be governed by the laws of Pennsylvania, without giving effect to its conflict of laws principles. The parties waive their right to trial by jury.

23) If any provision contained in these Terms and Conditions is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of these Terms and Conditions. No orders are assignable by agreement, or by operation of law, except with the written consent of FlowRental Inc. No addition to or waiver or modification of any provision of these Terms and Conditions shall be binding on EESiFlo unless in writing and signed by FlowRental Inc.

24) FLOWRENTAL SHALL NOT BE LIABLE FOR LOSS OF PRODUCTION, USE, PROFITS, BUSINESS, GOODWILL OR REPUTATION OR FOR BUSINESS INTERRUPTION, WASTED EXPENDITURE OR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES OF ANY KIND, WHETHER SUFFERED OR CLAIMED BY YOU OR ANY THIRD PARTY. EXCEPT FOR MANUFACTURER'S WARRANTIES COMING FROM THE MANUFACTURER, NO WARRANTY WHATSOEVER IS GIVEN WITH RESPECT TO THE PRODUCTS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, FLOWRENTAL DISCLAIMS LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Bill To:		Ship To:	
Company:		Company:	
Accounting Contact:		Contact:	
Accounting Email:		Ship To Email:	
Street:		Street:	
City:		City:	
State / Zip:		State / Zip:	
Phone:		Phone:	
Your PO #:		Your FedEx or UPS Account #:	
If you plan to pay via Credit Card please call with your card info.		Prepay and Add Shipping?	Return Shipping Label?
We will email you an invoice when your project is complete.		Date Required:	Return Date:
Briefly Describe Your Project:			
Rental Equipment You'll Require:			

Please complete this form, print it out and fax it to 717-697-2122 or email it back to sales@flowrental.com

Your Signature

Date