

RENTAL AGREEMENT

The RENTAL AGREEMENT is made between Djextra (“Rentor”) and the person and/or firm to whom this invoice is directed (“Rentee”)

1. **TERMS/RENTAL/PAYMENT:** This is a lease of the equipment and accessories (hereinafter collectively referred to as “equipment”) described on the reverse side hereof and not for sale, conditional or otherwise thereof. The term of this lease, unless otherwise specified, is from day to day with rental payable within thirty (30) days after use of the equipment and Rentee agrees to pay such rental promptly when due.

2. **LOCATION:** The equipment shall be used only at the locations shown on the reverse side hereof and shall not be removed from these locations without Rentor’s prior written consent.

3. **COMPLIANCE WITH LAWS, LABELS:** Rentee shall comply with all laws, ordinances and regulations in anywise relating to the use, operation or maintenance of the equipment. Rentor’s property labels shall not be removed. Rentee is responsible for removing Rentee’s identifying labels before returning the equipment.

4. **ACCEPTANCE:** Rentee acknowledges that he has fully inspected and accepted said equipment in good condition and repair.

5. **INSPECTION:** At all times during business hours, Rentor shall have the right to inspect the equipment or observe it’s use.

6. **ALTERATIONS:** Rentee shall not make any alternations, additions or improvements to the equipment without written consent of the Rentor.

7. **LOSS AND DAMAGE:** Rentee hereby assumes and shall bear the enture risk of loss and damage to the equipment from any and every cause whatsoever, except as otherwise provided in following paragraph.

8. **SURRENDER:** Upon the expiration or earlier termination of this lease, Rentee shall return the equipment and all accessories (including, but not limited to, sensors, connectors, cable, terminations, power cords operation, or maintenance manuals, and test charts furnished by Rentor to Rentee in good repair, in the same condition as said equipment was at the time of delivery thereof to Rentee, ordinary wear and tear resulting from the proper use thereof alone excepted.

9. **LIENS:** Rentee shall keep the equipment free and clear of all liens and encumbrances whatsoever.

10. **WARRANTY:** Rentee acknowledges and agrees that Rentor makes no warranty, express or implied, regarding the equipment, including without limitation any warranty or

merchantability or fitness for any purpose. Rentor's obligation to Rentee shall be limited to the repair or replacement of equipment which is defective when delivered to Rentee, and Rentee agrees that this shall be its sole and exclusive remedy against Rentor.

11. **DEFAULT:** Upon Rentee's default or breach of any provision hereof, or upon the happening of any event expressed in the following paragraph (12) hereof, Rentor shall have, in addition to all legal remedies available to him, the right to take possession of any or all items of equipment, without demand or notice, wherever the same may be located, without any court order or other process of law and Rentee hereby waives any and all damages occasioned by said taking.

12. **BANKRUPTCY:** Neither this Rental Agreement nor the equipment is assignable or transferable by operation of law, if any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Rentee, or if the Rentee is adjudged insolvent, or makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on any item or items of the equipment and is not released or satisfied within ten (10) days thereafter or if a receiver is appointed in any proceeding or action to which the Rentee is a party with authority to take possession or control of any items of the equipment, Rentor shall have and may exercise any one or more of the remedies set forth in paragraph 11 hereof. This Rental Agreement shall, at the option of the Rentor, without notice, immediately terminate and shall not be treated as an asset of Rentee after the exercise of said option.

13. **RENTOR'S EXPENSES:** Rentee shall pay Rentor all costs and expenses, including attorney's fees, incurred by Rentor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

14. **ASSIGNMENT, ETC:** The Rental Agreement and/or the equipment, may not be assigned, transferred, pledged, hypothecated, sublet or lent by Rentee to anyone without prior written consent of Rentor. Rentor may assign the Rental Agreement and/or mortgage and/or sell said equipment subject to the terms hereof.

15. **CANCELLATION:** Cancellation prior to 24 hours of commencement of the rental period is not subject to charge. Cancellation within 24 hours of commencement of the rental period is subject to charge for technician's time. Cancellation once technician has departed for the rental site will be charged in full.

THIS AGREEMENT IS BY THIS REFERENCE INCORPORATED IN AND MADE A PART OF THE INVOICE APPEARING BELLOW HEREOF.

