

HotZone Environmental, LLC

A Woman Owned Small Business

Environmental Monitoring Equipment Rentals, Sales & Supplies

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Terms & Conditions

Your acceptance of equipment from HotZone Environmental, LLC by shipper, courier, supplier or HotZone Environmental, LLC Staff constitutes acceptance of this contract and the Terms and Conditions as listed:

DEFAULT AND REMEDIES: Customer shall be in default hereunder if it shall fail to pay, when due, any sum to HotZone Environmental, LLC or shall fail to perform any other obligation owing to HotZone Environmental, LLC. Upon the occurrence of any such default HotZone Environmental, LLC may, in addition to all other rights and remedies available herein, at law and in equity, (1) terminate the rental/sale of all equipment rented to customer, (2) require customer to assemble and return all such equipment, or repossess all such equipment, and/or (3) recover from customer for the proceeds of any disposition of equipment subsequent to the return of repossession. All rights and remedies HotZone Environmental, LLC on default are cumulative and may be exercised simultaneously or successively. NO waiver of any default shall waive any other or subsequent default. Customers shall reimburse HotZone Environmental, LLC for all costs and expenses incurred by HotZone Environmental, LLC in enforcing its rights hereunder, including reasonable attorney's fees and court costs.

USE OF EQUIPMENT: Throughout the term of the rental contract, customer shall use the equipment in a careful and proper manner in compliance with all laws and other governmental requirements and the manufacturer's instructions and specifications, and shall keep the equipment free from all liens and encumbrances. Except upon the prior written consent of HotZone Environmental, LLC customer shall not (1) assign or sublet the equipment or (2) allow any alterations, modifications or repairs of any equipment by anyone other than HotZone Environmental, LLC. Customer shall bear the entire risk of loss or damage to the equipment for any cause, and shall indemnify and hold HotZone Environmental, LLC harmless from any and all claims, liabilities, losses, costs and expenses (including attorney's fees and court costs) arising out of the use, possession, operation or renting of the equipment.

_____ (initial) Customer will not use equipment, or expose equipment, to environments containing radioactive material or exhibit characteristics of radiation of any kind.

INSTRUMENTS RENTAL WARRANTY: HotZone Environmental, LLC make no warranties regarding the equipment including, but not limited to, express warranties, implied warranties or merchantability and/or warranties of fitness for a particular purpose.

LIMITATION OF LIABILITY: In no event, whether as a result of breach of contract or warranty, tort (including negligence) or otherwise, shall HotZone Environmental, LLC be liable for any consequential, incidental or exemplary damages, including, without limitations, any loss of profit or revenues, loss of use of any equipment or any other equipment, damage to other equipment, cost of substitute equipment or downtime costs.

MISCELLANEOUS: All rental rates and prices shall be subject to change by HotZone Environmental, LLC at any time without notice. Rental of all equipment is subject to availability in HotZone Environmental, LLC inventory. If any of these terms and conditions are found to be invalid, it shall not affect the validity of any other terms and conditions. Customer shall furnish such financial statements and business information about customer as requested and shall execute statements and other documents as HotZone Environmental, LLC may from time to time reasonably request. The rights of HotZone Environmental, LLC and the customers shall be governed by the laws of the State of West Virginia. Jurisdiction and venue for any litigation arising out of this agreement shall be vested with the general COURTS OF PUTNAM COUNTY, WEST VIRGINIA.

SOLE AGREEMENT: The above terms and conditions are the only terms and conditions upon which HotZone Environmental, LLC is willing to rent or sell the equipment. Any additional or different terms in any correspondence or other response by customer shall be deemed objected to by HotZone Environmental, LLC without need of further notice of objection, and shall be of no effect or in any way binding upon HotZone Environmental, LLC unless in writing and signed by a duly authorized officer of HotZone Environmental, LLC.

RETURN OF RENTAL EQUIPMENT:

- A) Upon termination or expiration of the rental period, customer shall forthwith return the equipment to HotZone Environmental, LLC in substantially the same condition when first received, ordinary wear and tear excepted.
- B) Customer shall be responsible for and pay to HotZone Environmental, LLC on demand the new replacement cost of any lost or damaged equipment (including any manuals, cables and other accessories) as well as cost of restoring any equipment that is returned with extraordinary wear and tear or minor damage. This includes any marks or tags placed on the equipment or shipping container. Missing accessories will be billed at full price and may be credited to the account if received within 2 hours from receipt of instrument at HotZone Environmental, LLC.
- C) Customer shall properly decontaminate, pack and ship all equipment back including accessories stated on the contract to HotZone Environmental, LLC. If contamination cannot be removed you must call us for return authorization and a MSDS will be required.

Company Name

Customer Name

Customer Signature

Date

RETURN ONE SIGNED COPY TO HOTZONE ENVIRONMENTAL, LLC