

# FIBERSCOPE RENTAL AGREEMENT

**Global Borescope**

6213 Grissom Rd Ste.603  
San Antonio, TX 78238  
210-520-8900 FX 210-568-4797

Date: 1/28/2009  
Rental Quote #

Bill TO:

Ship to:

\_\_\_\_\_  
\_\_\_\_\_

PREPARED BY \_\_\_\_\_

Terms \_\_\_\_\_

CC/ WIRE TRANSFER

EQUIPMENT TYPE: 8mm x 2.0 METER FIBERSCOPE with four-way articulation

Brand requested \_\_\_\_\_

Make- \_\_\_\_\_ Model # \_\_\_\_\_

Serial # \_\_\_\_\_

PLEASE RESERVE RENTAL DATES \_\_\_\_\_ TO \_\_\_\_\_  
INSPECTION KIT RENTAL PRICES

Includes: 8mm x 3000mm & light source \$425.00 per day/2025.00 per week/6630.00 per month. Rates charged from day of delivery to day of return to Global Borescope Facility. MINIMUM RENTAL 1.5 DAYS Add Camera kit (45.00 per day) Camera kit included free when fiberscope is rented for 1 week ( 6 days, Sundays free ). Rental starts when unit is received and rental ends when unit is received by Global Borescope, less 1 transit day. Unit must be returned via overnight service & insured for \$7000.00 Customer is responsible for delays in shipping due to customs, etc. Customer may provide their FEDEX / UPS account # \_\_\_\_\_ Otherwise Global Borescope will add shipping charge to invoice.

**None of Global Borescope Equipment is intrinsically safe or explosion proof. Do not deploy in hazardous atmospheres. FOB San Antonio TX**

Conditions: All equipment must be returned in working order. Any damage to the rental will result in additional fees (never to exceed 85% of cost on comparable new equipment). Value 10,000.00

This rental has been approved by \_\_\_\_\_ Date \_\_\_\_\_

Credit Cardholder ( please print ) \_\_\_\_\_

CC# \_\_\_\_\_ exp \_\_\_\_\_ sec \_\_\_\_\_

billing address \_\_\_\_\_

Please return signed authorization PO with **rental terms & conditions** via fax to 210-568-4797 or email to [sales@globalborescope.com](mailto:sales@globalborescope.com)

**Contract and Terms and Conditions:**

1. This Lease is made between Global Borescope, LLC (Lessor), and Lessee.
2. The minimum rental term is 1.5 or 2 days, depending on equipment. Please see Rental Quote. Rental fees accrue from the time Equipment is received by Lessee to the time Equipment, in operable condition, is checked in at Lessor's premises, less 1 day transit time.
3. Lessee acknowledges receipt of the equipment described in the purchase order. The parties agree that the equipment was inspected by the Lessor and will be personally examined by the Lessee at the time of delivery.  
Acceptance of the Equipment by the Lessee is acknowledgement that the Equipment is in good and serviceable condition.
4. Warranties.
  - (a) LESSEE LEASES THE EQUIPMENT AS IS AND IN ITS PRESENT CONDITION, INCLUDING ANY KNOWN OR UNKNOWN DEFECTS OR FAULTS.
  - (b) LESSOR MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED CONCERNING THE EQUIPMENT, AND LESSOR EXPRESSLY MISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE, OR THE LIKE. Lessor does not warrant in any way the design, workmanship, quality, capacity, suitability of the Equipment, or its freedom from latent defects or patent infringement, or its compliance with any contract, rule, or law.  
© Lessee shall have the Lessor's claim, if any against the manufacturer or supplier of the equipment for breach of any warranty or representation of the manufacturer or supplier, and Lessor agrees to take such steps as are Reasonable necessary for Lessee to enforce such claims, provided Lessee requests such assistance from Lessor in a signed writing in which Lessee agrees to bear all expenses in pursuing such claims against the manufacturer or supplier of the Equipment and provides assurances deemed adequate to Lessor that such expenses shall, on fact, be so borne.
5. Title to the equipment is , and at all times shall remain, with the Lessor. Lessee will not permit the Equipment to be used by any other person or at any address other than the place designated hereon without the express consent of Lessor.
6. Lessee shall use the Equipment in a careful manner and shall comply with all laws relating to its possession, use or maintenance. Equipment must be employed by trained and/or experienced personnel. Equipment is not waterproof and should not be used in underwater applications. Lessee should consult with Lessor to verify Equipment's water resistance. None of Lessor's Equipment is intrinsically safe or explosion proof and should not be used in hazardous environments.
7. Lessor shall not be liable to Lessee for any loss, delay or damage of any kind or character resulting from defects in or inefficiencies of the Equipment or accidental breakage thereof. Lessor is not responsible to any party For misuse testing procedures or misinterpretation of Equipment test data. Lessee shall at all times after signing this agreement bear the entire risk of loss, theft, damage, or destruction of the Equipment from any cause  
Whatsoever, and no loss, theft, damage, or destruction of the Equipment shall relieve the Lessee of the obligation to pay the rental fee.

Initial \_\_\_\_\_

8. Lessee shall be solely responsible for and shall indemnify, defend and hold Lessor harmless against all claims, suits, damages or losses, specifically including the loss of use of property, including but not limited to the

Property of the Lessee or Lessor, injuries to or death of any person, and all other liabilities whatsoever, including related expenses and attorney's fees, arising from the operation, handling or transportation of the Equipment

During the rental period or while the equipment is in the possession or control of the Lessee. Lessee shall give Lessor prompt written notice of any matter indemnified against and assume full responsibility for defense.

All Lessor's rights and privileges arising from the indemnifications granted in this section shall survive the expiration or cancellation of this Agreement.

9. Lessee will be billed for all shipping and handling costs on Lessor's account unless specified otherwise in the Rental Agreement.

10. Upon the termination of this Agreement, Lessee will promptly return Equipment in operable condition and all attachments and parts, via overnight shipping, to the Lessor at the Lessor's place of business. Lessee is responsible for delays in shipping and will be responsible for daily rental charges accruing during the time the Equipment is not at the Lessor's premises.

11. Equipment must be returned in the same condition in which such Equipment was received and in clean, working condition, ordinary wear and tear excepted. Lessor reserves the right to apply cleaning fees as Lessor

Determines necessary. Lessee agrees to pay full cost for any damage to or loss of such Equipment, including radiological contamination, while in the possession and control of Lessee; subject however to any optional

Limited liability coverage elected and paid for by Lessee.

12. Lessee will not retain Equipment beyond its return date without prior notice to and consent of Lessor.

Lessee will pay rental price by: Credit Card, Pre-Payment, or Wire Transfer. Lessee agrees to pay all collection charges, including reasonable attorney's fees if rental is not paid when due. Lessor, at Lessor's sole discretion, may report equipment stolen if held 5 days beyond return sale.

13. Guaranty. In consideration of Lessor's agreement to lease the Equipment to Lessee on the terms and conditions stated in this Agreement, which Agreement Lessor is unwilling to enter without the additional Agreements contained in this paragraph, Guarantor guarantees that all payments required by Lessee will be paid and that all other obligations of Lessee under the Agreement will be fulfilled by Guarantor. Guarantor's liability to make such payments or perform such obligations will not be changed by any settlement, extension or variations of the terms of the Agreement, or by Lessor taking any security for Lessee's obligations, or by the discharge or release of Lessee or any other person responsible under the Agreement or of any security for Lessee's obligations, whether by operation of law or otherwise. Lessor need not pursue Lessee for payment or performance or realize against any security for Lessee's obligations before obtaining relief from Guarantor. Guarantor waives any right to notice of charges in the Agreement, or of demands for payment or notice that any amount due has not been paid or notice that other obligations have not been met.

14. Applicable law. This Agreement shall be construed, interpreted and determined in accordance with the laws of the State of Texas. Any action at law or in equity commenced by either party against the other shall be commenced and maintained only in Bexar County, Texas.

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