



REPRESENTING PROCESS
QUALITY ACCURACY AND RELIABILITY

MJ Systems, LLC Rental Terms and Conditions

- 1. Definitions:** For the purposes of these Terms and Conditions, all items of machinery, equipment, and accessories on hire shall hereafter be referred to as “Rental Unit”. MJ Systems, LLC is the firm leasing the Rental Unit and shall hereafter be referred to as “Owner”. The Company, Corporation, Public Authority, or Person hiring the Owner’s Rental Unit shall hereafter be referred to as “Hirer”.
 - 2. Period of Hire:** The Period of Hire shall be deemed to commence on the day the Rental Unit is dispatched or uplifted from the Owner’s facility and continue until the day it is returned to the Owner’s facility from which it was hired.
 - 3. Delivery in Good Order:** Signature of the delivery note by the Hirer or the Hirer’s authorized representative signifies that the Rental Unit is accepted by the Hirer as being in good working order and entirely free from damage at the time of receipt. Signature of the delivery note signifies full acceptance of Owner’s Conditions of Hire.
 - 4. Freight Charges:** Incoterms – Ex-Works
 - 5. Responsibility of Hirer:** The Hirer shall be responsible for the Rental Unit during the entirety of the Period of Hire as defined in Clause 2. During the Period of Hire, the Hirer shall accept full responsibility for loss or damage to the Rental Unit or parts thereof (fair wear and tear accepted) and shall completely indemnify the Owner against all claims by any persons whatsoever with respect to injury to person or property in connection with or arising out of use of the Rental Unit and with respect to all costs and charges in connection therewith, whether arising under statute or under common law. The Hirer shall cover the any such indemnity with the Hirer’s insurance.
- It is the responsibility of the Hirer to ensure chemical compatibility with all of the Owner’s products. Any compatibility issues must be raised and clarified by the Hirer prior to order being placed or standard Owner materials will be used. When any Rental Unit is returned to Owner, it must be completely clean of chemical and accompanied by the correct material safety data sheet (MSDS). If any Rental Unit or related product is returned unclean, an additional charge to be paid by Hirer will be incurred for cleaning and disposal.
- 6. Lost, Damaged, or Non-returned Rental Unit:** When the Rental Unit is not returned for any reason, including but not limited to reported loss, the hire will continue until the Hirer pays to the Owner the Owner’s current list price for replacement. If the Rental Unit is returned damaged, the Hirer will pay to the owner all costs incurred to repair the damage. Hire charges will continue until such repairs are complete.
 - 7. Consequential Loss:** The Owner shall not be liable for any consequential damage whatsoever caused by or arising from the late delivery, non-delivery, unsuitability, deficiency, or repossession of the Rental Unit or any part thereof or any malfunction, breakdown, or stoppage of the same.



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8. Rental Unit Maintenance: The Hirer shall allow the Rental Unit to be operated only by persons competent to do so and only within its rated limits. The Hirer shall return the Rental Unit at the end of the hire in the same condition as received (fair wear and tear accepted). The Hirer shall be responsible for compliance with all laws and regulations pertaining to the Rental Unit and the use thereof. Owner technicians are available on a fee basis to provide on-site commissioning, personnel training, or maintenance for rental or other injection packages leased by Owner.

9. Hire Charges: When the Rental Unit is hired at a daily rate, hire charges will be invoiced at the end of each calendar month or at the termination of the hire. The Period of Hire includes the days of delivery to and return from the Hirer. The Period of Hire commences upon shipment and concludes upon receipt of Rental Unit by Owner.

10. Payment Terms: Net terms are offered to approved clients; all others are subject to 14 days advanced credit card payment.

11. Ownership of Rental Unit: The Rental Unit remains the property of the Owner and the Owner shall be entitled at any time to terminate the hire and repossess the Rental Unit or any part thereof.

12. Environmental Fee: An environmental fee of \$200 will be applicable upon the return of each individual Rental Unit, whether used or unused. This will be billed when the final invoice is issued.

13. Cancellation: Any cost(s) relating to special job-specific preparation of Rental Unit will be chargeable in the event of any Rental Unit or associated items being cancelled. Re-stockable Rental Units or associated items will incur a handling charge of 10% in the event of cancellation.

14. Availability: Standard availability is 48 hours, subject to fleet inventory. Owner may offer expedite and/or after-hour callout services to accommodate emergencies, for a fee. Owner's Rental Units can also be reserved in advance, for delivery on a specific date. Advance rentals must be secured by a valid purchase order and 3-day rental deposit.

15. General: The conditions herein are to be incorporated into the hire contract and shall prevail in the event of the Hirer's conditions not coinciding herewith. In signing this document or in accepting the Rental Unit, the Hirer agrees to all terms and conditions within this agreement and further agrees that these terms and conditions prevail over all and any other terms and conditions on the Hirer's contract/purchase order without exception.



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Owner Company Name: MJ Systems, LLC

Signed: _____

Print Name: _____

Title: _____

Agreed to and accepted this ____ day of ____, 20__

Hirer Company Name: _____

Signed: _____

Print Name: _____

Title: _____

Agreed to and accepted this ____ day of ____, 20__