

# Rental Terms and Conditions Surgical Gamma Probe Crystal CXS-OP-3



Rental Period*	One Day	Two Days	Three Days	Seven Days
Cost (excl. transport)	\$700.00	\$1,200.00	\$1,500.00	\$1,900.00

\* Equipment will arrive one business day prior to the start of the Rental Period and will be returned one business day after Rental Period.

The following are the Terms and Conditions that apply to the rental of Equipment from Nuclear Fields USA Corp. By accepting Equipment furnished under this agreement, the customer whose name appears on this agreement accepts and agrees to these terms and conditions. Any modification to the terms and conditions must be in writing and signed by a representative of Nuclear Fields USA Corp. Equipment as referred to herein shall include all related accessories, manuals, and other items to be delivered as specified on the attached invoice.

Rental Equipment	<b>CXS-OP-3: Gamma Probe System with Straight Probe</b>
Renter Receives Equipment	
Rental Period	
Renter Returns Equipment	
Rental Fees (excluding shipping)	

Rental agreement is for \_\_\_ day(s) starting date is: \_\_/\_\_/2010 and end date is: \_\_/\_\_/2010. Customer will receive the Equipment one business day prior to rental start date and will return the Equipment one business day after rental date using the UPS label supplied to them. If Customer does not return the Equipment at the end of the allotted rental period, Customer agrees to pay the entire purchase price of \$18,400.00 and the Equipment becomes their property.

Customer is responsible in the event of destruction, loss, soiling, or any damage to the Equipment from any cause during the allotted rental period, and will take all necessary care in protecting and maintaining the Equipment. Customer will be charged for the extent of the damages that will not exceed the total purchase price of US\$18,400.00.

Title to the Equipment during the rental period remains with Nuclear Fields USA Corp.

### Warranty

Nuclear Fields USA Corp. warrants to the Customer that rental Equipment when shipped is in good operating condition. If Equipment is not received in good operating condition due to no

fault of the Customer, Nuclear Fields USA Corp. shall (at its option) either repair Equipment or supply replacement Equipment subject to availability from Nuclear Fields USA Corp. inventory. Equipment damages or defects must be reported to Nuclear Fields USA within 24 hours after Customer receives the Equipment. If Customer does not report damages or defects within 24 hours it is presumed that the Equipment was as ordered, was received in good condition, and is in good working order. In no event shall Nuclear Fields USA Corp. be liable for direct, indirect, special, incidental, or consequential damage (including loss of profits).

#### Payment Terms

Terms are NET 30 days from date of invoice subject to credit approval. All applicable taxes will be added to the invoice and are payable by Customers located in Illinois.

#### Shipment/Delivery

All quoted prices are ex-factory Nuclear Fields USA Corp. All shipping costs, including cost of insurance are payable by Customer. Nuclear Fields USA Corp. will make a reasonable effort to meet any delivery quoted. Nuclear Fields USA Corp. will attempt to ship in accordance with Customers shipping instructions. In the absence of specific instructions, or if Customer's instructions are deemed unsuitable, Nuclear Fields USA Corp. reserves the right to ship by the most appropriate method. All risk or loss and damages shall pass to the Customer once shipped out ex-factory from Nuclear Fields USA Corp. Nuclear Fields USA Corp. shall not be liable for delays due to causes beyond its control including, but not limited to acts of nature, acts of government, labor disputes, delays in transportation and delays in delivery or non-delivery by Nuclear Fields USA Corp.'s suppliers.

#### Equipment Usage

Customer shall not make any alterations, additions, or modifications to the equipment and shall use it only for its purpose and in the manner for which it was intended by the manufacturer. Customer may not permit the Equipment to be used by another party or at a different location without the express written consent of Nuclear Fields USA Corp.

#### Returning Equipment upon completion of rental period

Return address:

Nuclear Fields USA Corp.  
1645 South River Road Suite #5  
Des Plaines, IL 60018 USA  
Tel: 1-847-299-8450

- Equipment must be sterilized and free from contaminants according to Equipment's user manual. The unit must be packed appropriately to avoid damage during transport.

#### Liability

Nuclear Fields USA Corp. shall not be responsible for loss or damage to Customer's business or property or for injury or death to persons; and Customer shall indemnify Nuclear Fields USA Corp. and hold it harmless for claims for any associated legal fees and expenses.

Should Customer default in its obligations, customer agrees to pay Nuclear Fields USA Corp. for all costs and expenses incurred by Nuclear Fields USA in recovering the Equipment or monies due and enforcing its rights. Nuclear Fields USA Corp. shall be entitled to recover all legal fees and expenses whether or not a formal legal action is instituted.

Customer Obligations

Customer is responsible for any and all damages to Equipment due to misuse, abuse or negligence. Customer agrees to pay the charges to repair or replace Equipment, and incurred shipping charges. Equipment shall be returned to Nuclear Fields USA Corp. in good operating condition. Upon return, customer must certify that Equipment is free from contamination and properly sterilized according to Equipment's users manual. Customer is responsible for loss or damage to equipment from theft, mysterious disappearance, fire, nature, or any cause from acceptance of rental start date. In accepting liability for the safe keeping of all rented Equipment, Customer agrees to pay Nuclear Fields USA Corp. the replacement cost (as determined by current retail price list) of any such equipment which Customer is for any reason unable to return to Nuclear Fields USA Corp. at the end of the rental period.

Acceptance

By signing below, the Customer agrees that they have read and understand the above Terms and Conditions, and will be bound by them.

Company:
Ship to Address:
Bill to Address (if different from shipping address):
Phone Number:
Fax Number:
Email Address:
Purchase order number:
Signature:
Name printed:
Date:

PLEASE SIGN AND FAX TO NUCLEAR FIELDS USA (847) 299-8452