



Calmar Laser Terms and Conditions of Rental

The Terms and Conditions of Rental (collectively "Agreement") contained herein constitute the entire agreement between Calmar Laser, Inc., including its subsidiaries, (collectively "Calmar") and you ("Customer"). Calmar will not be bound by any terms of Customer's order. No form of acceptance except Calmar's written acknowledgment sent to Customer, or Calmar's commencement of performance shall constitute valid acceptance of Customer's order. Any such acceptance is expressly conditioned on assent to the terms hereof and the exclusion of all other terms. Customer shall be deemed to have assented to the terms hereof, whether or not previously received, upon accepting delivery of any equipment shipped by Calmar. If tender of these terms is deemed an offer; acceptance is expressly limited to the terms hereof.

1. Customer shall keep and maintain the rented equipment during the terms of the rental at his own cost and expense. He shall keep the equipment in a good state of repair, normal wear and tear excepted. Customer shall pay Calmar full compensation for replacement and/or repair of any equipment which is not returned because it is lost or stolen or any equipment which is damaged and in need of repair to put it into the same condition it was in at the time of rental, normal wear and tear excepted. Calmar's invoice for replacement or repair is conclusive as to the amount Customer shall pay under this paragraph for repair or replacement.
2. Customer shall not remove the equipment from the address of the Customer or the location shown herein as the place of use of the equipment without prior written approval of Calmar. Customer shall inform Calmar upon demand of the exact location of the equipment while it is in the Customer's possession.
3. The equipment shall be delivered to Customer and returned to Calmar at the Customer's risk, cost and expense. Minimum rental is one month. Rental charges are billed to Customer monthly from the time the equipment is delivered to Customer until its return. Rental charges are billed to Customer for the full month even if the equipment is returned before the end of monthly term.
4. No allowance will be made for any rented equipment or portion thereof which is claimed not to have been used. Acceptance of returned equipment by Calmar does not constitute a waiver of any of the rights Calmar has under the rental agreement.
5. If Customer is in default of any of the terms and conditions of this agreement, Calmar, and his agents, at Customer's risk, cost and expense may at any time enter the Customer's premises where the rented equipment is stored or used at all time and recover the rented equipment.
6. Customer shall not pledge or encumber the rented equipment in any way. Calmar may terminate this agreement immediately upon the failure of Customer to make rental payments when due, or upon Customer's filing for protection from creditors in any court of competent jurisdiction.
7. Calmar makes no warranty of any kind regarding the rented equipment, except that Calmar shall replace the equipment with identical or similar equipment if the equipment fails to operate in accordance with the manufacturer's specifications and operation instructions. Such replacement shall be made as soon as practicable after Customer returns the non-conforming equipment.
8. Regardless of cause, Customer and its employees or agents waive the right to make any claim against Calmar for loss of anticipatory profits, or any other indirect, special, or consequential damages. Additionally, Customer and its employees or agents waive any right to make any claim against Calmar for damages resulting from misuse of the equipment or for personal injury resulting from use of the equipment.
9. Customer agrees not to reverse engineer all or any portion of the rented equipment, nor allow or assist others to do so. Customer agrees not to remove, alter, erase, deface or cover over any markings on the equipment or its packaging.
10. Customer shall pay all reasonable attorney and other fees, the expenses and costs incurred by Calmar in protection its rights under this rental agreement and for any action taken Calmar to collect any amounts due Calmar under this rental agreement.
11. These terms are accepted by Customer upon delivery of the terms to Customer or the agent or other representative of Customer.