

Rental Contract

Lessee	Lessor
Company Name	 <p>THE TMI GROUP OF COMPANIES Testing Machines Inc., USA Messmer Büchel, Netherlands Lawson Hemphill, USA Lako Tool, USA Adamel Lhomargy SARL, France TMI Canada PT. TMI Asia, Indonesia</p>
Agent Name	
Street Address	
City, State, Zip	
Phone	
E-mail	
	<p>Testing Machines, Inc. 40 McCullough Drive New Castle, DE 19720 Toll Free: 800-678-3221 Phone: 302-613-5600 Fax: 302-613-5619 www.testingmachines.com info@testingmachines.com</p>

1. a. Equipment to be Rented (all rates in US Dollars)

Equipment	Monthly Rental Rate	Declared Equipment Value
a.	\$	\$
b.	\$	\$
c.	\$	\$
d.	\$	\$

b. Additional Rental Details:

2. Terms.

- A. 2 month minimum; 24 month maximum rental period. Lessor can demand return of the equipment for any reason upon 1 month's prior notice.
- B. The billing period shall commence the day after the Lessor ships the equipment and terminates on the day the equipment is returned to the office of the Lessor. Extra days will be rounded up to the next full month in full month increments for billing purposes.
- C. Lessee accepts responsibility for any delays due to import/export customs and agrees to pay rental fees for all days the equipment is not at Lessor's facility.
- D. Lessee is responsible for payment of all freight charges from and to Lessor's facility.
- E. Payment will be by credit card unless otherwise agreed to by Lessor prior to shipment of equipment.

- F. If Lessee fails to return the equipment to Lessor within 30 days of termination of the rental term (24 months from shipment from Lessor or 1 month after notice from Lessor to return the equipment, whichever is earlier), then Lessee accepts purchase of the equipment and shall pay to Lessor immediately and without notice the Declared Equipment Value(s) referenced hereinabove. Lessee authorizes Lessor to charge Lessee's credit card for the full value.

3. Use.

- A. An operating manual is enclosed with each rental. The Lessee shall use the equipment in a careful manner in accordance with the operating manual and shall comply with all laws relating to its possession, use or maintenance.
- B. Lessor is not responsible for misused testing procedures or interpretation of test data.

4. Alterations, Loss or Damage.

Lessee shall not make any alterations, additions or improvements to equipment.

Unless Lessee gives Lessor written notice of an equipment defect within 1 week upon receipt thereof, it shall be conclusively presumed, as between Lessee and Lessor, that the item was delivered in good repair and the Lessee accepts it as an item of equipment described in this agreement.

The rental equipment consists of delicate mechanical and electronic hardware, and as such must be handled with care by trained technicians. Damage can occur due to dropping, pulling, twisting, moisture, and application of excessive force.

All equipment must be returned in clean, working condition. Lessor reserves the right to charge cleaning fees at the standard labor rate as necessary.

The parties hereto conclusively agree that the Lessor shall have sole discretion in determining whether the leased equipment has been returned in clean, working order or whether the equipment needs repair or cleaning.

Any damage to equipment shall be repaired by Lessor and billed to Lessee at standard labor and parts rates.

In the event of loss or complete destruction of the subject equipment, Lessee shall be responsible for the full Declared Equipment Value. Lessee authorizes Lessor to charge Lessee's credit card for the full value.

5. Indemnity.

Lessee shall be solely responsible for and shall indemnify, defend and hold harmless Lessor from and against any and all claims, suits, damages or losses, specifically including loss of use of property, and all other liabilities whatsoever, including related expenses and attorney's fees, for or on account of injuries to or death of any person, including but not limited to the property of Lessee or Lessor, in any way sustained, directly or indirectly, by reason of or in connection with:

- A. The performance of the work by Lessee, its employees, agents or sub-Lessees, or their employees, including but not limited to the use of any equipment or material furnished by Lessor, and
- B. The presence of Lessee, its employees, agents or sub-Lessees of their employees on the premises of Lessor.

6. Rental Fees Applied to New Product Purchase.

To qualify, purchased equipment must be of the same model as equipment rented.

50% of rental fees paid will be applied to new equipment purchases for orders received within 30 days of the end of the rental term.

25% of rental fees paid will be applied to new equipment purchases for orders received within 60 days of the end of the rental term.

None of the rental fees paid will be applied to equipment purchases for orders received more than 60 days after the end of the rental term.

7. Miscellaneous.

This contract is not assignable by Lessee.

This contract supersedes any prior agreements or understandings, written or oral, between the parties hereto.

Any amendment or modification of this Agreement shall be in writing and signed by the parties hereto.

None of the conditions or provisions of this Agreement shall be held to have been waived by any act or knowledge on the part of either party, except by an instrument in writing signed by a duly authorized officer of each party.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

Agreement (Lessor)

Testing Machines, Inc.

Lessor

Agent of Lessor (print name)

Agent of Lessor (signature)

Date

Agreement (Lessee)

Lessee (print)

Agent of Lessee (print name)

Agent of Lessee (signature)

Date