

This Agreement is between Hawaii Analytical Laboratory (HAL) with its main office located at 3615 Harding Ave, suite 308, Honolulu, HI 96816 and _____ (“Client”) with its main office located at _____.

From time-to-time, Client may rent equipment from HAL. This Agreement sets forth the responsibilities of HAL and Client pertaining to participation in our HAL Programs.

Client understands that by initialing the box located next to the Equipment Rental program title herein that Client is entitled to participate in the specific program and agrees to abide by the terms and conditions indicated for that program.

Hawaii Analytical Laboratory's Equipment Rental Program INITIAL TO ACCEPT []

a.) HAL will provide Client with rental equipment in good working condition. HAL warrants that equipment will meet manufacturer’s specifications. HAL is not the manufacturer of the equipment and makes no warranty, either expressed or implied, other than as set forth herein. There is no oral or written promises other than those contained herein concerning the equipment.

If Client does not provide timely notice of any defect upon delivery, it shall be presumed that equipment was delivered in good condition. If equipment requires repair or recall, Client shall immediately notify HAL before any action is taken or any equipment is exchanged. HAL’s obligation under this situation shall be to repair, recalibrate or at its option, replace any equipment that fails to operate per specification at HAL’s expense in a reasonably practicable timeframe within its reasonable control. HAL is not responsible for any damage to equipment caused by Client.

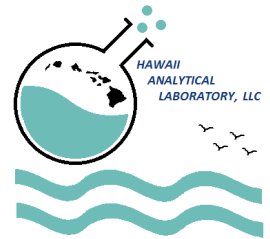
Client is responsible for returning the equipment in substantially the same condition as when received from HAL, ordinary wear and tear excluded. Client agrees to compensate HAL for any damages caused by Client.

b.) When the Client places a rental order, Client will indicate to HAL what date HAL should expect to receive the equipment back from Client. (“Expected Return Date”). HAL will list this date on the packing list that is sent with the equipment to the Client. If Client fails to return all equipment by the Expected Return Date, Client agrees to pay HAL an additional rental fee equal to the lowest combination of fees for the days outstanding using HAL’s current published fee schedule. (HAL’s website www.analyzehawaii.com lists all applicable fees.) These additional rental charges will apply beginning on the day after the Expected Return Date and ending on the date that HAL receives the equipment at its designated office.

If any or all equipment is not returned by Client within sixty (60) days after the original Expected Return Date, Client acknowledges that Client has purchased this equipment and agrees to pay HAL an amount for each piece of equipment equal to the equipment’s then current replacement cost.

c.) Client acknowledges that Client is responsible for all taxes, duties and fees associated with this rental program.

d.) In no event shall HAL be liable for any consequential, incidental or exemplary damages, including any loss of profit or revenues, loss of use of its equipment, damage to other equipment, cost of substitute equipment or down time costs for this rental program.



GENERAL TERMS

- a.) This Agreement is governed by the laws of the State of Hawaii.
- b.) Client acknowledges and agrees to reimburse HAL for any HAL attorney and court costs relating to enforcing this Agreement if it is established that HAL is the prevailing party.
- c.) This Agreement is the Sole Agreement between the parties and supersedes any previous agreement signed between the parties.
- d.) The Client Representative, indicated below, has appropriate authority to sign this Agreement on behalf of the Client.
- e.) The Client has set forth his/her initials in the box next to all of the HAL Programs that Client intends to participate in. Client understands and agrees to be bound by the terms and conditions for each HAL Program that Client has initialed herein.
- f.) HAL may terminate Client’s participation in any or all of the HAL Programs set forth herein, at HAL’s sole option, by providing written notice to that effect to Client. Client may terminate this agreement and its participation in any of the programs set forth herein at any time by providing written notice to HAL, provided that all equipment, sampling pumps, chargers, accessories and all other HAL property have been returned to HAL and provided that Client has paid HAL in full for all services rendered by HAL.
- g.) Client acknowledges that the General Terms set forth herein apply to Client and HAL provided that Client participates in at least one HAL Program contained herein as evidenced by Client’s initials next to the program title or titles.
- h.) Client acknowledges that HAL’s standard payment terms for services rendered are net 30 days. Client agrees to pay HAL within 30 days unless other terms have been agreed to.

AGREED AND ACCEPTED BY:

Client Name

Hawaii Analytical Laboratory (HAL)

Client Representative’s Signature

HAL Representative’s Signature

Client Rep’s Printed Name and Title

HAL Rep’s Printed Name and Title

Dated

Dated

Tel HAL: (808) 735-0422 Fax HAL: (808) 735-0047

Expected Return Date