

## RENTAL TERMS AND CONDITIONS

These terms and conditions form part of the rental contract (the "Rental Agreement") between you and **Reilly SR LLC/bodymics.rentals** (the "Rental Company"), and apply to all the equipment (the "Equipment") rented by you. These terms and conditions constitute additional provisions of, and guides to interpretation of the Rental Agreement. In the event of a conflict between these terms and conditions hereof and the Rental Contract, the terms of the Rental Agreement shall prevail.

1. YOU ARE CONSIDERED TO HAVE TAKEN DELIVERY OF THE EQUIPMENT from the moment you sign for or accept the delivery as evidence by the shipping contractors tracking software.
2. THE EQUIPMENT DELIVERED AS PER CONTRACT IN GOOD WORKING ORDER - Report any defective or inoperable equipment immediately upon discovering the defect. Unless you notify the Rental Company of a defect or problem with the Equipment within 24 hours of receipt, you agree that the Equipment was in good working order and that it was acceptable to you upon delivery to the organization.
3. TRANSPORTING EQUIPMENT - the Rental Company will arrange shipment of the Equipment to your designated location. The Rental Company is not responsible for shipping delays once the Equipment is delivered to the carrier within the guidelines provided by the carrier. The Rental Company will not accept collect shipments from you. All shipping will be pre-arranged by the Rental Company. You will be issued a shipping confirmation by e-mail with the shipping tracking number.
4. RENTAL PERIOD - Your rental period begins and ends on the dates indicated on the Rental Agreement. You are required to deliver the equipment back to the designated shipping carrier on the next business day following the end date on the Rental Agreement.
5. YOUR RESPONSIBILITIES WITH REGARD TO THE EQUIPMENT: YOU ASSUME ALL RISKS OF LOSS. Once you have taken delivery of the Equipment, your responsibility includes, but is not limited to, risks while in transit, at all locations named and unnamed, while on your own premises and while in use, or storage.
6. YOUR RESPONSIBILITY ENDS WHEN THE EQUIPMENT IS RETURNED TO OUR SHIPPING AGENT. Assuming everything sent is returned in good working order.
7. SERIAL NUMBERS and COMPANY LOGOS. Do not remove Serial Numbers. Do not cover the Rental Company's logos or any Brand Logos without written consent from the Rental Company.
8. NO WARRANTY OR GUARANTY Except as provided by the law. Equipment is rented to you without warranty or guaranty of any kind, expressed or implied, and the Rental Company assumes no responsibility unless agreed to in writing.
9. EQUIPMENT LOST DAMAGED OR DESTROYED WHILE IN YOUR POSSESSION: AS SOON AS YOU DISCOVER THAT EQUIPMENT IN THE FIELD IS DEFECTIVE, you should notify the Rental Company of the problem and if necessary return the Equipment to the Rental Company for evaluation. The Rental Company will make a reasonable effort to repair or replace the Equipment in the shortest amount of time.
10. DAMAGES. Upon return of damaged equipment, the Rental Company will make a determination of the extent of the damage and the required repairs or replacement.
  - a. We will provide photographic evidence of any physical damage if
  - b. In determining whether equipment shall be replaced or repaired, the Rental Company's judgment shall be conclusive upon you. Should the Rental Company determine that the equipment must be replaced, you will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction. If the determination is repair the Rental Company will charge whatever it costs to repair plus 15%.
11. LOST, STOLEN OR DESTROYED EQUIPMENT. In the event that after delivery, any of the Equipment is lost, stolen, damaged beyond repair, destroyed or otherwise disappears or is not returned for any reason, you will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation.
  - a. AS SOON AS YOU REALIZE THAT EQUIPMENT IS MISSING, NOTIFY THE RENTAL COMPANY,
  - b. IF it is missing due to theft - FILE A POLICE REPORT.
12. RENTAL CHARGES AND LATE CHARGES: YOU MUST RETURN THE EQUIPMENT ON THE DATE SPECIFIED in the Rental Contract or be subject to additional charges.
  - a. The last rental day shall be the day specified in the Rental Contract. A rate equal to 15% of the First week rate shall be levied for each day in delay in delivering the Equipment to our carrier
  - b. IF YOU RETURN THE EQUIPMENT IN DAMAGED OR NON-WORKING CONDITION, the rental period will be extended by the shortest reasonable time necessary to repair such damage or replace non-repairable equipment and return the item(s) to the Rental Company's general inventory. The extended rental period shall apply only to the damaged or non-working item(s), unless the item(s) forms a part of other equipment. There may be delays in repair or replacement attributable to causes beyond the Rental Company's control. The acceptance of the return of the Equipment by the Rental Company is not a waiver by the Rental Company of any claims that it may have against you. RENTAL CHARGES FOR THE DAMAGED OR NON-WORKING ITEM(S) shall accrue at full rental rate for the item(s) irrespective of any package discounts or other discounts agreed to at the inception of the Rental Contract, until the item(s) is repaired and/or replaced and the invoice for damages has been paid in full to the Rental Company. If requested you shall advance the money in order to allow the Rental Company to repair or replace the equipment.
13. CHARGES. There are minimum rental periods and/or special minimums applicable
14. CREDIT INFORMATION AND PAYMENT TERMS
  - a. THE TERMS OF PAYMENT are based upon credit information you supply at the time of rental. Should there be any change in such information, you agree that the Rental Company may demand immediate payment without prior notice.
  - b. PAYMENT TERMS. Rental invoices are due in advance by check or credit card, and loss and damage invoices are payable upon receipt of invoice.. For each month or part of a month thereafter, a past due or late charge may be assessed, which you are expected to pay. If the company places the account in the hands of an attorney or other agency for collection, you agree to pay reasonable collection costs, attorney fees and court costs. You agree to pay the Rental Company directly or as directed by the Rental Company or its agent.
  - c. RENTAL PAYMENTS DO NOT APPLY TO PURCHASE PRICE. Rental payments may not be applied to the purchase price of any equipment.
15. CANCELLATION PENALTIES.
  - a. The Rental Company shall be entitled to compensation, not to exceed the rental payments, for any losses the Rental Company may sustain because of your cancellation of all or part of an order with notice of less than 90 days prior to shipping date or the period between payment and shipping whichever is shortest. This includes lost rentals, sub rentals, preparation costs etc.
  - b. If notice of less than 30 days before shipping date is provided the entire rental fee is forfeited. The Rental Company may at its discretion allow the some or all of the pre-paid rental fees to be carried forward to another rental.
  - c. If the cancellation – for any reason – occurs after shipping the full rental price is forfeited.
16. FORCE MAJEURE: Cancellations by the Rental Company as a result of natural disasters – flood, hurricanes, tornadoes, earthquakes and similar acts of God), pandemics, epidemics, war, riots, terroristic acts or Emergency Declarations by our State Government or the Federal Government coving out geographical location do not qualify for any refunds. The Rental Company may at its discretion allow the some or all of the pre-paid rental fees to be carried forward to another rental.
17. INSURANCE REQUIREMENTS: YOU MUST INSURE ALL THE EQUIPMENT. Your insurance should be on a worldwide basis; shall name the Rental Company as Loss Payee for loss or damage to the property rented; shall cover "All Risks" of loss or damage for equipment;
18. RIGHT OF ENTRY AND INSPECTION: The Rental Company shall have the right to inspect the Equipment at any time during the rental term. You shall make any and all arrangements necessary to permit a qualified employee of the Rental Company access to the location of the Equipment. If a breach of any of the provisions of the Rental Contract occurs, the Rental Company has the right to remove all of the Equipment without any liability to you, and without prejudice to the Rental Company's right to receive rent due or accrued to, including the date of removal of the Equipment.
19. INDEMNIFYING THE RENTAL COMPANY: You agree to indemnify the Rental Company and to hold the Rental Company and its employees and agents harmless from and against any and all losses, damages, claims, demand or liability of any kind or nature whatsoever, including legal expenses, arising from the use, condition (including, without limitation, latent and other defects) or operation of the Equipment, and by whosoever used or operated during the rental term. This indemnification shall continue in full force and effect during and after the term of the rental for causes arising during the term of the rental.
20. MISCELLANEOUS ASPECTS OF THE RENTAL AGREEMENT
  - a. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE in which the Rental Company is located – currently New Jersey. The Rental Contract shall be deemed to have been made in the County in which the Rental Company is located, and shall be interpreted and the rights and liabilities of the parties determined, in accordance with the laws of the State in which the Rental Company is located.
  - b. WHEN THE CUSTOMER IS A CORPORATION. The person executing the Rental Contract on behalf of such corporation warrants that he/she has full authority of such corporation to sign the Rental Contract and obligate the corporation.
  - c. DEFAULT AND BREACH OF TERMS: Each Rental Contract includes provisions for remedies in the event of default by you in payment of rent, or your breach of any terms of the Rental Contract, etc. Please read these sections in the Rental Contract carefully to understand your rights.
  - d. ENTIRE AGREEMENT. The signed Rental Contract or verification of these Terms & Conditions by web site check box constitute the entire agreement between you and the Rental Company. Any changes must be made in writing and agreed to by both parties