

# Terms and Conditions

## Terms and Conditions of Standard Rental Agreement

(Hereinafter called "AIR")

**Placing Orders:** Orders may be placed via phone (770-448-9955) or e-mail ([orders@airental.com](mailto:orders@airental.com)) at any time. Phone orders are accepted during regular business hours (8 a.m to 5 p.m EST). If outside of regular business hours, voicemail will be responded to at the opening of the next business day. E-mail is the preferred method of order requests to decrease clerical error or ambiguity.

**Rental Term:** For equipment shipped via UPS Next Day Air Early, Next Day Air, or local deliveries and customer pick-ups requested to be scheduled for receipt before 12:00 p.m, the rental term begins immediately. For equipment shipped via Next Day Air Saver, Ground, or local deliveries and customer pick-ups requested to be scheduled for receipt after 12:00 p.m, the rental term begins the next business day.

### **Rental Termination:**

For equipment shipped back to AIR office, the rental term ends the business day before AIR receives the equipment back in good condition. A.M. or Saturday deliveries are not required when returning equipment.

For customer drop-offs or equipment called off rent and ready for local pick-up before 12:00 p.m, the rental term ends the previous business day; for equipment called off rent after 12:00 p.m the rental term will end on the day the email or call is received.

To terminate the rental term when requiring AIR complimentary pick-up courier service, the customer must call or e-mail AIR and advise of the pick-up location of the equipment. If AIR receives termination call or e-mail prior to 12:00 p.m., the rental term will end the previous business day; a termination call or e-mail after 12:00 p.m. will end the rental term on that day.

**Rental Cancellation:** Cancellations with less than 24 hour notice will be subject to a ½ day rental term and applicable shipping fees. Orders cancelled the same day, after shipment or delivery will be subject to a 1 day rental term. Equipment that has been received by the customer but not utilized will be subject to a minimum 1 day rental term unless AIR is notified immediately and appropriate action is taken to return unused equipment via shipment or customer drop-off as soon as possible. If unused equipment is requested to be picked up by AIR courier service at customer location, a ½ day rental term will be applied.

**Operation, Maintenance and Repair:** Upon receipt of equipment, the customer shall notify AIR as soon as possible via e-mail if the equipment is not operating properly or is damaged in any way. The customer shall supply trained operators for the equipment and ensure that the equipment is not subjected to improper use outside of manufacturers specifications or equipment capabilities. Equipment is tested prior to being received by customer and is deemed to be in good working order. Unless written notice is given to AIR within the inspection period specifying any defect in or other proper objection to the equipment received by customer, you agree that it shall be conclusively presumed, as between AIR and customer that customer has fully inspected the equipment. Under no circumstances shall AIR be responsible or liable for calibrating, or checking calibration of the equipment prior to or during rental period.

**Delivery, Redelivery and Risk of Loss:** All risk of loss and/or damage to the equipment shall pass to customer upon receipt of equipment and shall remain with customer until the equipment is redelivered to AIR.

**Customer Obligations:** During the rental term, the customer will notify AIR within 24 hours if any of the equipment is lost, damaged, stolen, unsafe or disabled. If rental equipment is lost, stolen or damaged, the customer will be responsible for rental accrual through the date of notification and will pay for replacement or repair. If the equipment fails to perform to manufacturer specifications and needs to be replaced, AIR will use reasonable efforts to provide replacement equipment from AIR inventory. Equipment is to be returned to AIR in similar condition as it was received by customer, photographs of damaged, misused and/or not properly maintained equipment will be e-mailed to customer along with costs associated to repair/replace items in need. AIR is not to be held responsible for any loss of time

due to equipment malfunction while under rental term by customer. In such cases of loss of time due to malfunction, AIR will provide reasonable efforts to acquire replacement equipment for shipment via UPS or local delivery to customer via AIR courier service.

**Responsibility For Equipment:** Customer is responsible for the equipment during the rental term. Customer will not abuse, harm, or misuse equipment. Customer shall not allow any person to use the equipment who is not legally qualified. CALIBRATION IS THE SOLE RESPONSIBILITY OF THE Customer. Customer assumes all risks inherent in the operation and use of the equipment and agrees to assume the entire responsibility for the defense of, and to pay any and all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the equipment whether or not it be claimed or found that such damage or injury resulted in whole or in part from a defective condition of the equipment or from any cause. Customer expressly indemnifies and holds ATLANTA INSTRUMENT RENTAL, INC. harmless from, and hereby releases AIR from and against any and all claims, losses, costs, damages, attorney's fees and/or liability in connection with the rental and use of the equipment regardless of whether a suit is filed. Customer shall furnish AIR with a complete report of any accident involving said equipment. If the item(s) are lost, stolen, damaged, or destroyed under any circumstances while rented, regardless of fault, the customer shall be responsible for all charges, including labor costs, to replace or repair the item(s) and rental charges will continue to accrue until such payment has been made. Customer shall not permit any repairs to be made or lien to be placed upon the equipment.

**Technical Data; Product Use:** All physical properties, statements and recommendations are either based on testing or experience that we believe to be reliable, but they are not guaranteed. Customer is solely responsible for determining whether equipment is suitable for their particular purpose and method of application. AIR is not responsible for the results or consequences of use, misuse or application of its equipment.