

## Drainac™ Rental Program Terms & Conditions

These terms and conditions form part of the Rental Contract between Renter and Thompson Equipment Company, Inc. (TECO), and apply to the Drainac™ Online Freeness Analyzer (the "Equipment"). These terms and conditions constitute additional provisions of, and guides to interpretation of the Rental Contract.

- 1. RENTAL PERIOD.** Equipment is rented on a monthly basis with a two-month minimum Rental Period. The Rental Period shall commence on the date TECO ships the Equipment from the TECO Inventory Center and shall in all cases extend until the date the Equipment is received at the TECO Inventory Center or TECO has received from Renter an order for the purchase of the Equipment. The Equipment will ship after receipt of payment of the first month's rental.
- 2. RENTAL.** Renter shall authorize TECO to make charges to Renter's major credit card (MasterCard, Visa, American Express or other TECO approved card) for a period of one year, or, at TECO's sole discretion, a blanket purchase order for twelve (12) months, which is to be paid monthly, may be issued. Credit card authorization shall extend for a period of one year. TECO shall charge the Renter's credit card the contract amount together with all sales and/or use taxes imposed thereon, beginning with the date of shipment of the Equipment to Renter and each month thereafter. Credit card authorization or the blanket purchase order for twelve (12) months shall automatically renew with identical terms and conditions for successive periods of one year each unless previously terminated in accordance with the Terms and Conditions herein.
- 3. SHIPPING AND HANDLING.** All Equipment is provided FOB from the TECO Inventory Center. Shipment will be made via Truck or Air by as specified by Renter and at Renter's expense.
- 4. TAXES.** Renter shall pay all taxes and other governmental charges assessed in connection with the rental, use or possession of Equipment including, without limitation, any and all sales and/or use taxes and personal property taxes
- 5. WARRANTY.** For a period of one year from date of shipment, TECO warrants all equipment and parts manufactured by TECO to be free from defects in material and workmanship, and will replace or repair at no charge, FOB TECO's facility or Renter's facility should Renter pay TECO's prevailing field service rates, travel and living expenses, any such equipment or component or part thereof which, upon examination by TECO proves to be defective. The effects of erosion, corrosion and normal wear and tear are expressly excluded from warranty. Failure to properly maintain the equipment or repair by other than TECO authorized representative shall void all warranties. This warranty is exclusive and TECO makes no other warranty, either express or implied, including warranties of merchantability or fitness for a particular purpose. In no event shall TECO be liable for any incidental, indirect special or consequential damages or losses of any kind sustained directly or indirectly as a result of a defect in any equipment, material or installation, and in no event shall the liability of the TECO exceed the sum total of payments received by TECO from you.
- 6. OWNERSHIP; USE.** The Equipment shall remain the property of TECO and is provided to Renter solely on a rental basis unless and until a separate Purchase Agreement with the Renter shall replace and render this agreement void. Renter shall use the Equipment only at the ship-to-location, and shall not remove, sublease, rent, transfer, assign, sell, alter, modify or encumber any item of Equipment without the prior written consent of TECO.
- 7. SERVICE.** TECO shall provide one day of service to include start-up, training, calibration and familiarization to Renter's designated personnel at the Equipment location. Renter shall be responsible to TECO for the Service Technician's reasonable travel and living expenses, at TECO's cost, plus any additional day's requested by Renter
- 8. SAFEKEEPING, DAMAGE AND LOSS.** Renter shall bear the entire risk of loss, theft, damage or destruction from any cause whatsoever of the property, and Renter shall not be relieved of the obligation to pay rent or from any other obligation under this agreement. Renter shall be responsible for and pay to TECO on demand the new replacement cost of any lost or materially damaged Equipment (including accessories), as well as the cost of restoring any Equipment that is returned with extraordinary wear and tear or damage within 30 days after invoice. Such cost shall not exceed the current new replacement cost less 80% of paid rental fees. As used herein, the term "materially damaged" means damage to the Equipment to such an extent that the cost to repair such Equipment equals or exceeds fifty percent (20%) of the fair market value of the Equipment at that time.
- 9. INDEMNIFICATION OF TECO.** Renter shall indemnify, hold harmless and defend TECO from any and all claims, actions, damages, including attorneys' fees arising out of the Equipment and its use, rental, possession, operating condition, purchase and return, including without limitation any such claims arising out of the theory of strict liability in tort. Renter obligations hereunder shall survive termination of this Agreement.
- 10. RETURN.** Equipment shall be returned to TECO by prepaid insured shipment to the nearest TECO Inventory Center. Renter shall return Equipment and Accessories to TECO in good operating condition, normal wear and tear excepted. Renter shall properly pack for shipment all Equipment being returned and shall be responsible for any damage caused during the return shipment.
- 11. MISCELLANEOUS.** The invalidity of any of the within terms and conditions shall not affect the validity of any other terms and conditions. The rights of TECO and the Renter hereunder shall be governed by the laws of the State of Louisiana. The above terms and conditions are the only terms and conditions upon which TECO is willing to rent the Equipment. Any additional or different terms in any order or other response by Renter shall be deemed objected to by TECO without need of further notice of objection, and shall be of no effect or in any way binding upon TECO. No waiver of any breach or default by Renter shall waive any other breach or default.

Thompson Equipment Company  
125 Industrial Avenue  
New Orleans, LA 70121

Phone: 504-833-6381  
Fax: 504-831-4664  
[www.teco-inc.com](http://www.teco-inc.com)



**24 Hour Technical Support**

**call: TECO Customer Service 800-528-8997 or [support@teco-inc.com](mailto:support@teco-inc.com)**