



# Equipment Rental, FreePumpLoan™ and FreeSamplingBadges™ Agreement

This Agreement is between Galson Laboratories, Inc. ("Galson") with its main office located at 6601 Kirkville Rd., East Syracuse, NY 13057 and \_\_\_\_\_ ("Client") with its main office located at \_\_\_\_\_.

From time-to-time, Client may rent equipment from Galson, and / or participate in Galson's FreePumpLoan™ Program and / or participate in Galson's FreeSamplingBadges™ Program. ("Galson Programs.") This Agreement sets forth the responsibilities of Galson and Client pertaining to participation in any of these Galson Programs.

Client understands that by initialing the box located next to the specific 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. Client has the option of not initialing any of the boxes located next to the specific program title and Client understands that Client can not participate in any program that Client has not initialed.

## GALSON'S EQUIPMENT RENTAL PROGRAM

INITIAL TO ACCEPT [ ]

a.) Galson will provide Client with rental equipment in good working condition. Galson warrants that equipment will meet manufacturer's specifications. Galson 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 Galson before any action is taken or any equipment is exchanged. Galson's obligation under this situation shall be to repair, recalibrate or at its option, replace any equipment that fails to operate per specification at Galson's expense in a reasonably practicable timeframe within its reasonable control. Galson 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 Galson, ordinary wear and tear excluded. Client agrees to compensate Galson for any damages caused by Client.

b.) Galson agrees to ship all equipment to and from Client at Galson's expense by standard two-day delivery service for all Clients located in the continental United States. Galson reserves the right to change or modify this program at any time by providing written notice to Client. Shipping charges, including any duties, tariffs, customs fees, etc., both to and from all Clients not located in the continental United States are the responsibility of the Client.

c.) When the Client places a rental order, Client will indicate to Galson what date Galson should expect to receive the equipment back from Client. ("Expected Return Date"). Galson 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 Galson an additional rental fee equal to the lowest combination of fees for the days outstanding using Galson's current published fee schedule. (Galson's website [www.galsonlabs.com](http://www.galsonlabs.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 Galson 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 Galson an amount for each piece of equipment



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equal to the equipment's then current replacement cost.

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

e.) In no event shall Galson 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.

### GALSON'S FREEPUMPLOAN™ PROGRAM

INITIAL TO ACCEPT [ ]

a.) When the Client places an order, Client will indicate to Galson what date Galson should expect to receive the equipment and accessories back from Client. ("Expected Return Date"). Galson will list this date on the packing list that is sent with the equipment to the Client. Galson will provide Client with sampling pumps and chargers in good working condition along with, if applicable, media and accessories all at no cost (except for shipping charges, duties, tariffs, customs fees, etc.) to Client. Client will confirm receipt of all requested items and will contact Galson immediately upon receipt if any items are missing or damaged.

Client is responsible for decontaminating all sampling pumps and accessories after use and for returning the sampling pumps, chargers and accessories and any unused media in good working condition by the Expected Return Date unless the Client obtains Galson's written permission (an e-mail notification from Galson is acceptable) to extend the term of use.

Client acknowledges that Client is responsible for any damage to any sampling pumps, chargers and accessories and that Client will compensate Galson for any damages.

b.) Client understands and agrees that these sampling pumps, accessories and media are provided at no charge (except for shipping charges, duties, tariffs, customs fees, etc.) to Client provided that all samples taken utilizing the sampling pumps are sent to Galson for analysis and are analyzed by Galson at Galson's standard published fee schedule. (Galson's website [www.galsonlabs.com](http://www.galsonlabs.com) lists Galson's standard published fee schedule.)

c.) Galson warrants that all pumps shipped are fully charged and ready for service. Client understands and agrees to recharge all pumps before use if sampling is not done within two (2) days from the date shipped by Galson.

d.) If Client fails to return any or all sampling pumps, chargers and accessories to Galson by the Expected Return Date and Client has not obtained Galson's written permission to extend this term, Client understands and agrees that Client will be considered to have rented these pumps, chargers and accessories. For situations where Galson has not received any samples from Client from the use of these sampling pumps by the Expected Return Date, the rental term includes the timeframe beginning with the date that sampling pumps were shipped to Client from Galson and ending on the date when the sampling pumps, chargers and accessories are returned to Galson from Client. If Galson has not received samples from Client from the use of the sampling pumps by the Expected Return Date, the rental terms includes the timeframe beginning with the day after the Expected Return Date and ending with the day that Galson receives all sampling pumps, chargers and accessories at its offices. The rental fee charges by Galson to Client will be the lowest combination of fees for the days outstanding using the following fees per sampling pump (including charger): daily - \$45 per day; weekly - \$95 per week; monthly - \$200 per month.

If sampling pumps, chargers and accessories are not returned by Client within thirty (30) days from the Expected Return Date,



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Client acknowledges that Client has purchased these sampling pumps, chargers and any other accessories and authorizes Galson to bill Client and Client agrees to pay Galson the replacement cost value for each piece of equipment as indicated on the packing slip sent to Client by Galson upon initial shipment.

e.) Client acknowledges that Client is responsible for all shipping charges pertaining to this program both from Galson to Client and from Client to Galson. Client agrees to send back all sampling pumps, charges and accessories by two-day courier service (Federal Express, UPS, etc.) or sooner. Galson will ship sampling pumps, chargers, etc to the client by methods where the time in transit is two days or less.

f.) Client is responsible for all taxes, duties and fees associated with this program.

g.) Client acknowledges that Client’s only remedy from Galson relating to this program would be the reimbursement of any shipping paid proportionately (if one pump failed to perform out of 5 pumps shipped, Client would be entitled to reimbursement for 20% of shipping cost) in situations where sampling pumps were not able to perform as provided. Client at its option may order replacement of the non-performing equipment at no charge to Client including shipping.

### GALSON’S FREESAMPLINGBADGES™ PROGRAM

INITIAL TO ACCEPT

a.) Galson will provide Client with sampling badges in good working condition at no cost (except for shipping charges, duties, tariffs, customs fees, etc.), provided that such badges are included under the FreeSamplingBadges™ program and provided that all samples taken utilizing these sampling badges are sent to Galson for analysis and are analyzed by Galson using Galson’s standard published fee schedule pricing. (Galson’s website [www.galsonlabs.com](http://www.galsonlabs.com) lists this pricing in its “Sampling and Analysis Guide Pricing” document.) Not all sampling badges provided by Galson are free or are covered under this program. Badges that qualify under the FreeSamplingBadges™ program are set forth in the Galson “Media Fee Schedule” that can be accessed through the Galson website.

Client will inspect all requested items upon receipt and will contact Galson immediately if any items are missing or damaged.

b.) Client is responsible for returning all sampling badges provided by Galson to Galson for analysis and any unused badges within sixty (60) days from the date badges were shipped to Client by Galson unless the Client obtains Galson’s written permission (an e-mail notification from Galson is acceptable) to extend the term of use.

c.) If Client fails to return any or all sampling badges to Galson within sixty (60) days from the date shipped by Galson and Client has not obtained Galson’s written permission to extend this term, Client understands and agrees that Client will be considered to have purchased these badges. Client authorizes Galson to bill Client and Client agrees to pay Galson an amount equal to the Galson published fee in its Media Fee Schedule for any and all badges not returned. (Galson’s website [www.galsonlabs.com](http://www.galsonlabs.com) lists its current Media Fee Schedule.)

d.) Client acknowledges that Client is responsible for all shipping charges pertaining to this Program from Client to Galson. Galson is responsible for shipping charges to Client provided that Client agrees to Galson shipping ground to Client. Client is responsible for any other shipping charges required by Client when shipping from Galson to Client.

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

f.) Client acknowledges that Client’s only remedy from Galson relating to this Program include the reimbursement of any shipping paid proportionately (if one sampling badge failed to perform out of 5 sampling badges shipped, Client would be entitled to reimbursement for 20% of shipping cost) in situations where sampling badges were not able to perform as provided. Client at its option may order replacement of the non-performing badges at no charge to Client including shipping.



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## GENERAL TERMS

- a.) This Agreement is governed by the laws of the State of New York.
- b.) Client acknowledges and agrees to reimburse Galson for any Galson attorney and court costs relating to enforcing this Agreement if it is established that Galson is the prevailing party.
- c.) This Agreement is the Sole Agreement between the parties and supercedes 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 Galson Programs that Client intends to participate in. Client understands and agrees to be bound by the terms and conditions for each Galson Program that Client has initialed herein.
- f.) Galson may terminate Client's participation in any or all of the Galson Programs set forth herein, at Galson'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 Galson, provided that all equipment, sampling pumps, chargers, accessories, sampling badges and all other Galson property have been returned to Galson and provided that Client has paid Galson in full for all services rendered by Galson.
- g.) Client acknowledges that the General Terms set forth herein apply to Client and Galson provided that Client participates in at least one Galson Program contained herein as evidenced by Client's initials next to the program title or titles.
- h.) Client acknowledges that Galson's standard payment terms for services rendered are net 30 days. Client agrees to pay Galson within 30 days unless other terms have been agreed to.

## AGREED AND ACCEPTED BY:

_____	Galson Laboratories, Inc. ("Galson")
Client Name	
_____	_____
Client Representative's Signature	Galson Representative's Signature
_____	_____
Client Rep's Printed Name and Title	Galson Rep's Printed Name and Title
_____	_____
Dated	Dated
	Galson Client Services                      888-432-5227
	Galson Fax Number                              315-437-0571