

Avalon Test Equipment  
1205 Activity Drive  
Vista, CA 92081  
Phone: 760-536-0191  
Fax: 760-536-0184



Rev 003

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## CREDIT CARD AUTHORIZATION

Credit Card Type:      VISA      MasterCard      AMEX      Expiration Date: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ Val Code #: \_\_\_\_\_

Name of Cardholder (as appears on card): \_\_\_\_\_

**Billing Address:** \_\_\_\_\_ **Ship To Address:**      same as billing

Street: \_\_\_\_\_ Street: \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Billing Phone: \_\_\_\_\_ Ship To Phone: \_\_\_\_\_

Shipping Method:      UPS      FedEx      DHL      Other: \_\_\_\_\_

Ship Via:    1 Day    2 Day    3 Day    Ground    Account Number: \_\_\_\_\_

Shipping Comments: \_\_\_\_\_

\_\_\_\_\_

## EQUIPMENT RENTAL

I, \_\_\_\_\_ authorize Avalon Test Equipment (Avalon) to use the above credit card for the monthly rental of \_\_\_\_\_, for a minimum term of \_\_\_\_\_ month(s), in the amount of \$ \_\_\_\_\_ per month, and agree to Avalon's standard Terms and Conditions, which may be found on Avalon's website at 'www.avalontest.com/terms.htm' as well as those attached herein. Monthly rental starts the day equipment ships from Avalon to the Customer and ends the day the equipment is received back at Avalon from the Customer. If the equipment is returned damaged, I agree, upon demand, to pay Avalon the full repair cost of such product(s). Furthermore, if the equipment is returned damaged beyond economical repair or is not returned at all, I agree, upon demand, to pay Avalon the full replacement cost of such product(s) or Avalon's advertised sales price, whichever is greater. I understand that I am bound by this agreement as both jointly and severally with my company, \_\_\_\_\_ and am legally authorized to make this commitment.

Deposit Required:      Yes      Deposit Amount: \$ \_\_\_\_\_

No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Standard Rental Terms and Conditions

The following are the terms and conditions that apply to the rental of test equipment (Equipment) by Avalon Test Equipment (Avalon). By placing an order for Equipment (Equipment as referred to herein shall include all related accessories, manuals and other items that have been delivered with this order), the Customer accepts and agrees to these terms and conditions. Any additional or different terms and conditions proposed by the Customer or set forth in the Customer's purchase order, if any, will not be binding upon Avalon unless attested to in writing by an authorized representative of Avalon.

**1. Terms of Rental:**

Customer agrees to rent the Equipment from Avalon. Unless otherwise agreed to in writing by Avalon, the minimum rental period shall be ONE (1) month(s) (30 days) and the minimum monthly rental shall be \$ \_\_\_\_\_. Rent will begin to accrue from the date of shipment by Avalon. After the first ninety days, the monthly rental shall be prorated on a daily basis and continue to accrue until the Equipment are returned and received by Avalon. Customer shall pay rent to Avalon. If the Equipment is shipped in installments, each installment shall be deemed a separate Rental and Customer shall pay rent for each such transaction in accordance with Avalon's Rental Terms & Conditions.

**2. Nature of Transaction**

This transaction is only a rental of the Equipment and title shall not pass to Customer. Customer agrees to promptly execute any documents requested by Avalon to protect its rights hereunder, including protective UCC filings. If Avalon supplies Customer with labels stating that the Equipment is owned by Avalon, Customer shall affix such labels to and keep them in a prominent place on the Equipment.

**3. Receipt of Equipment**

- a. Customer acknowledges that the equipment rented from Avalon is pre-owned (used) unless stated by Avalon to be new equipment.
- b. Defects or discrepancies in or like objections to Equipment must be reported to Avalon in writing within five days after Customer receives the Equipment or it will be conclusively presumed that the Equipment was as ordered and was received in good condition and is accepted.
- c. Avalon offers a five (5) day right of return policy unless otherwise noted. If within five days the Equipment is found to be defective or does not meet the Customer's needs, the Equipment, upon receipt of authorization, may be returned to Avalon. Upon receipt of the returned Equipment, Avalon may at its discretion provide a replacement unit to the Customer or provide a credit to the Customer's account for the rental of the Equipment.

**4. Use, Maintenance and Return**

Customer may use the Equipment only for the purposes and in the manner intended by the manufacturer thereof. Customer shall be responsible for all maintenance of the Equipment, provided that Avalon agrees to repair or calibrate defective equipment at Avalon's facility. Customer shall insure the Equipment in accordance with customary business practice. The Equipment shall be returned to Avalon at the end of the rental thereof, freight prepaid, properly packaged and in the same condition as delivered, ordinary wear and tear excepted. If Customer fails to so return the Equipment or any part thereof, then Customer shall, upon demand, pay to Avalon the full replacement cost of such equipment or Avalon's advertised sales price, whichever is greater. Customer shall not alter the Equipment without Avalon's prior written consent.

**5. Default**

If Customer fails to perform the terms hereof then Avalon may declare this Agreement in default. Upon such declaration, Customer shall immediately return the Equipment to Avalon in accordance with section 4 above. Such return shall not relieve Customer of its obligation to pay rent or any other amounts, which accrued hereunder prior to such return.

**6. No Purchase Options**

Unless otherwise specifically quoted by Avalon, Customer does not have the right to purchase or acquire title to the Equipment at the end of the rental thereof. Any such purchase option is automatically deemed void if Customer defaults in its obligations hereunder.

**7. Deposit**

In addition to prepayment of the initial prepayment for the first ninety (90) days rent, customer agrees to prepay Avalon the amount of three months rent as security deposit \$ \_\_\_\_\_. This amount will be refunded if Customer meets terms and conditions of this agreement and any applicable outstanding charges Avalon may apply upon return of the asset to Avalon.

**8. Limitation of Liability:**

- a. Avalon's liability on any claim of any kind (including death and bodily injury), whether based on contract, warranty, tort (including negligence), strict liability or otherwise, for any loss or damage arising out of or connected with or resulting from the supply of Equipment hereunder, shall in no case exceed the rental amount paid by Customer to Avalon for such Equipment.
- b. In no event, whether in contract, warranty, tort (including negligence), strict liability or otherwise, shall Avalon be liable for special, incidental, exemplary or consequential damages, including but not limited to, loss of profits or revenue, loss of use of any property, business interruption, loss of stored data, downtime costs, costs of substitute service, or claims of the Customer for such damages.
- c. The good(s) rented under the Agreement were originally purchased by Avalon from other sources and are being rented under circumstances which do not permit investigation of possible risks under patents or copyrights. Avalon, therefore, assumes no obligation of Customer with respect to such risks.

- d. Each of the foregoing paragraphs will apply to the full extent permitted by law. The invalidity, in whole or part, of any foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph of this article.
9. **Shipment:**  
All quoted prices are F.O.B. the Avalon supplying location from which shipment is made. Delivery and shipment charges are payable by Customer. Equipment will not be sent and must not be returned by U.S. Mail. Avalon shall ship in accordance with Customer's shipping instructions. In the absence of specific instructions, or if Customer's instructions are deemed unsuitable, Avalon reserves the right to ship by the most appropriate method. Avalon shall not be liable for delays in delivery due to causes beyond its reasonable control including, but not limited to, acts of nature, acts of government, labor disputes, delays in transportation and delays in delivery or non-delivery by Avalon's suppliers. Risk of loss of Equipment passes to the Customer at the time of delivery to a common carrier at the F.O.B. point.
10. **Location**  
The Equipment shall not be removed from the "Equipment Location" identified in Customer's Rental Agreement without Avalon's prior consent.
11. **Warranty**  
Avalon warrants that the Equipment rented shall be calibrated and in working order for a period of 90 days. The warranty period commences at the date of shipment from the Avalon supplying location. If the Equipment, under normal use, is found to be defective within this period, Customer shall notify Avalon and immediately ship the defective Equipment, at its expense, to Avalon. Under no circumstances is the Customer authorized to break the warranty seals on the Equipment without prior approval of Avalon. Upon receipt of the defective Equipment, Avalon shall at its option repair the Equipment, supply a replacement, make a price adjustment or credit the Customer's account. Nonpayment or delinquent payment (10 days or more past the agreed terms) "voids" warranty. In cases of shipping damage, warranty does not apply. It is Customer's responsibility to contact forwarder promptly and register a claim. Concealed damage should be reported at once and claim made to forwarder in writing. The warranty shall not apply to repairs or damage resulting from use by non-qualified personnel, misuse, abuse, neglect, broken warranty seals or use of the Equipment for purposes other than that for which it was intended. In addition, the following items rented as part of the Equipment are not warranted including CRT's, klystrons, internal batteries, and software. The foregoing is the sole and exclusive warranty and remedy regarding Equipment purchased by Customer and is in lieu of all other warranties and remedies, whether written, oral, implied or statutory. Customer has selected the Equipment it desires to rent. AVALON MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. Avalon will not be liable for any loss or damage whatsoever by reason of its failure to discover, report, repair or modify latent defects inherent in the design of the Equipment.
12. **Defaults:**  
If Customer defaults in its obligations hereunder or with respect to the Equipment, Customer agrees to pay Avalon for all costs and expense incurred by Avalon in recovering the Equipment, recovering any money due, and enforcing its rights hereunder. Avalon shall be entitled to recover its legal fees and expenses whether or not formal legal action is instituted.
13. **Notices:**  
Any required notices shall be given in writing at the address of each party set forth or to such other address as either party may substitute by written notice to the other.
14. **Assignability:**  
Neither party may assign or transfer any rights, duties or obligations herein without prior written consent of the other, nor any purported attempt to do so shall be null and void.
15. **Government Procurement:**  
No U.S. government procurement regulation shall be included hereunder or be binding on either party unless specifically agreed to in writing and expressly incorporated herein.
16. **Errors:**  
Stenographic, typographic and clerical errors are subject to correction.
17. **Applicable Law:**  
The laws of the State of California govern the validity, interpretation and enforcement of this agreement.