

## **OPTOTEST RENTAL EQUIPMENT TERMS AND CONDITIONS**

OptoTest Corp, hereby referred to as OptoTest, and the renter, hereby referred to as BUYER, agree to the following terms as binding for all matters concerning rental equipment. By accepting the shipment of OptoTest Rental Equipment you are agreeing to the terms and conditions contained herein. The terms contained herein are in addition to OptoTest's standard Terms and Conditions where applicable.

### **WARRANTY**

OptoTest warrants that the Rental equipment is free from defects affecting the function of the equipment. OptoTest does not guarantee any third party supplied products or items (computers, peripherals, plug-in cards, cabinets, etc). OptoTest is not responsible for broken or damaged customer supplied components or units. Only in the case of damage caused by the gross negligence of OptoTest will OptoTest be responsible for damage to such components or units and OptoTest's liability shall be limited at its option to either repair or replace the damaged item.

### **Rental Terms**

All rentals are for a period of 30 days unless otherwise specified in writing. Rental equipment is specified on a per quote basis. The minimum term for rent is one calendar month. Fees may be prorated for rentals exceeding one calendar month with prior written consent from an authorized OptoTest salesperson. Any changes in rental period must be preapproved by OptoTest. Failure to return equipment by the designated date will be considered formal authorization by the BUYER to purchase the equipment at full price, due immediately. The BUYER bears the burden of requesting the correct equipment for their testing needs. OptoTest is only responsible for providing equipment as requested by the BUYER. OptoTest bears no responsibility for the equipment fully meeting the customers testing needs when those needs fall outside the function of the unit as specified in the datasheets, available upon request.

### **Payment Terms**

The first month's rental fee is due prior to shipment. For rentals exceeding one calendar month, the rental fee will be due at 30 day intervals beginning on the day of the original shipment. All payments not received when due shall be subject to a processing fee of \$50 and an additional charge of one and one half percent (1.5%) per month (annual rate 19.25%) of the unpaid amount or the maximum rate permitted by law, whichever is less, until the date of payment.

### **Training**

OptoTest does not compensate for time lost due to training deficiencies on OptoTest equipment. Any training needs should be formally requested at the time of the rental request. OptoTest will provide, free of charge, up to 2 hours training for single channel systems and up to 4 hours training for multichannel systems, per full rental month. This includes phone and webinar training support. For training beyond these designated times, fees will be charged at the standard OptoTest labor rate. Request a quote from your sales representative for formal pricing.

### **Use of Equipment**

This equipment is provided to supplement your testing and calibration needs. You are welcome and encouraged to use it in such a way as if you have purchased the equipment. This includes use in your test/ production facility. Normal wear and tear for this type of use is acceptable.

### **Damages**

Damages beyond the scope of normal wear and tear will be assessed at the time the unit is returned. These will be charged at the standard repair rate and is due immediately. Damage to optical interfaces and/or detectors is considered excessive wear and tear and repair will be charged at full market value. The BUYER agrees to secure up to \$500 towards damages to be charged at OptoTest's discretion without BUYER approval. Repairs over \$500 will be charged with NET30 terms and notification to the BUYER.

### **Returning Equipment**

To return a rental unit, you will need to request for a RMA number from [customerservice@optotest.com](mailto:customerservice@optotest.com). You are responsible for return fees. All units are to be shipped back via "Air." 2nd day is acceptable and this can be by the carrier of your choice. Units should be well padded and should not move about in box. Units also need to be 'double boxed' to provide adequate padding. Please ensure the unit is well packaged as poor packaging often results in damages to the unit. You will be responsible for damages incurred due to poor packaging. For the OP1021, request specific packaging instructions from your sales representative.

### **Return Unit To:**

Attn: RMA xx-xxxx-xx, Rental Return  
OptoTest Corporation  
4750 Calle Quetzal  
Camarillo, CA 93012