

**Transient Specialists, Inc. (TSI)
Standard Terms & Conditions**

- 1) TSI retains title of all equipment. Customers are precluded from altering, assigning, modifying or encumbering the equipment in any way.
- 2) Equipment is shipped F.O.B. shipping point and must be returned prepaid and insured to TSI per shipping instructions included with the equipment. Customers are responsible for all taxes and duties related to the lease of the equipment.
- 3) Payment terms are net 30 with credit approval. Non-payment or late payment of amounts due will result in interest charges of 1% per month and upon demand, return of the equipment.
- 4) The lease is non-cancelable for its initial term and may not be renewed without permission from TSI. If it is renewed, the customer is responsible for all lease charges accrued whether or not the customer has issued additional purchase orders.
- 5) In the event that the equipment is non-functional, lease charges are abated from the date that notification is given to TSI, until a replacement unit is furnished to the customer. Notification of a non-functional unit must be given within 72 hours of delivery or the customer will be responsible rental charges accrued between delivery date and the date they notified TSI of a problem. Notification of missing accessories must be given within 72 hours of delivery or the customer will be responsible for the return of all accessories listed on the packing list.
- 6) The customer shall bear all risks of loss or damage to the equipment from the time of shipment until TSI receives the equipment in good working order, unless notification is given per sec. 5.
- 7) The customer agrees that TSI has not made any representation of warranty, expressed or implied (except as stated in the document) on the equipment and the responsibility for equipment selection, suitability and fitness of use for a particular purpose lies solely with the customer.
- 8) The customer will hold TSI harmless from all claims and expenses resulting from the selection, delivery, use and/or possession of any equipment obtained from or through TSI.
- 9) In the event of default by the customer of any of the above terms and conditions, TSI shall be entitled to the immediate possession of this equipment.
- 10) The customer agrees that the terms and conditions listed here shall supersede any conflicting terms in, or attached to, the purchase order.
- 11) This agreement shall be interpreted according to the laws of the State of Illinois. The customer shall pay to TSI all costs and expenses, including reasonable attorneys' fees, incurred by TSI in exercising any of its rights or remedies with regard to the rental or enforcement of any of these terms and conditions.

I have read and accept the above terms and conditions to be binding in all dealings with TSI.

By _____ authorized agent for _____ Date _____

By _____ (printed)

By _____ authorized agent for TSI Date _____

By _____ (printed)

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