

Hardware Rental Terms & Conditions

Company Rental Equipment. In case, Pilot rents tools, materials and other equipment ("Company Rental Equipment") from Company, Pilot agrees: (a) to confirm the receipt of the Renal Equipment in writing; (b) to use the Company Rental Equipment solely by himself and exclusively for the performance of the Operation(s) as agreed by Company, and not for any other purposes; (c) to exercise due care and attention during the storage, transportation, deployment and operation of the Company Rental Equipment; (d) to be responsible for the safe and proper use of the Company Rental Equipment to instruct its personnel accordingly; (e) not in any way dispose of or transfer the Company Rental Equipment, in whole or in part, to any other person or entity under any condition; (f) to have an insurance in place that covers the value of the Company Rental Equipment for full risks its of use and possession; (g) to immediately notify the Company of any damage or loss of the Company Rental Equipment; (h) pay a compensation and/or all related rental costs ("Rental Costs") to the extent agreed by the Parties within 30 days after receipt of an invoice sent by Company.

Shipping. Unless otherwise specified, the Company will organize shipping of the Company Rental Equipment to the Pilot and related transport insurance.

Ownership. The Company Rental Equipment remains at all time the sole and exclusive property of Company. All data obtained by the Pilot as a result of the use of the Company Rental Equipment in connection with an Operation will be owned by Company.

Rental Period. Pilot may keep the Company Rental Equipment for the time and period as agreed by the Parties but no longer than needed for the execution of the operation ("**Rental Period**").

Return. At the end of the Rental Period the Pilot shall immediately, at its own costs and insurance, return to the Company the Company Rental Equipment in a good state and condition as the Company Rental Equipment was at the time of delivery. If the Pilot fails to return the Company Rental Equipment within due time as requested by Company, the Pilot shall compensate the Company for the amount of the value of the respective Company Rental Equipment that has not been returned by the Pilot to Company and any other costs arising from not returning the Company Rental Equipment. The Pilot will also return or destroy all data of the Company upon first request of the Company, at any time.

Liability. The Pilot shall be liable for any loss of, or damage to, such Company Rental Equipment upon delivery by Company whilst the Company Rental Equipment is in Pilot's possession or custody. The Pilot shall indemnify the Company against, and hold Company harmless from, any and all claims, actions, suits, proceedings, damages and liabilities, arising out of, connected with or resulting from the Pilot's use of the Company Rental Equipment or any breach of its obligations.

