Oerlikon Leybold PhoeniXL 300 Rental Agreement

Billing Address - Accounts Payable (A/P)		Shipp	Shipping Address If different from billing		
Company		_ Compan	у		
Address		Address			
City		Address			
State	Zip Code	City			
Unfortunately, LDS cannot rent to our out of country customers.		State		Zip Code	
		Contact	Name		
Date Required	Date Required		Phone Number		
Time Required		Fax Num	Fax Number		
Rental Type		E-Mail			
	mers: Credit card hold is required de within sixty (60) days, your credit	•	•	terms are established and the	
Card Type	Card Number	Expiration	CV Code	Card Holder Name	

A signed lease agreement must be faxed to LDS in order to reserve the next available rental. Signed lease agreements must arrive by 12:00pm EST to ship the same day.

LDS leased equipment is subject to the following lease agreement terms and conditions:

Fees

A. Lease payments: \$575.00 per week or \$2,000 per month. Your rental begins when you RECEIVE the equipment and ends exactly one week after. In other words, weekly rentals are from Wednesday to Wednesday (example).

- B. \$125.00 clean-up and service fee applies to all leased equipment.
- C. Shipping to and from your facility is not included in the rental price. LDS WILL NOT SHIP VIA FedEx GROUND OR UPS GROUND because of guaranteed damage to our rental equipment. FedEx FREIGHT or UPS FREIGHT may be used ONLY if your company has Private Insurance to cover the REPLACEMENT VALUE of the equipment (\$24,789.00).
- D. **Lost/Unreturned Crate Fee** LDS provides a special shipping crate to minimize the possibility of shipping damage. The equipment must be returned in this special shipping crate or a lost crate fee will apply. \$150/Wood Crate or \$1200/Custom Crate.
- E. **Late Charges** The equipment must be returned to LDS upon termination of the lease. LDS allows two (2) shipping days from the termination date for the equipment to be received at the LDS plant. A \$100.00 per day late fee applies for each day beyond the two (2) day grace period until the equipment is received at the LDS plant. Please use LDS recommended carriers and special crate to avoid both late fees and damage charges.

Lease Extension

The lease can be extended based on the original terms and conditions by contacting LDS and requesting a lease extension.

LDS VACUUM PRODUCTS, INC.

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Purchase Of Rental Equipment

Contact LDS to determine if the equipment is eligible for purchase and a quotation to purchase will be provided. **A credit of 15%** of the total lease payments submitted to LDS for THIS lease will be applied. Prior rentals fees are not eligible for credit.

General Lease Information

- A. All leased equipment returned to LDS must be in "original" condition (free from scratches and abuse). All equipment **must be protected from damage** and operated in a safe manner. Damages to equipment other than normal wear and tear will be billed at extra cost.
- B. The leasee must provide insurance to cover the full replacement cost of the equipment if damage or loss occurs while in the leasee's possession.
- C. This lease does not include installation, on site instruction or service. All required services on the above referenced equipment will be billed at the standard service rates in affect at the time the lease is executed.
- D. LDS provides our customers with a leak detector, sniffer probe and manual only. It is the leasee's responsibility to provide all the connections from our equipment to your test piece. Please contact the LDS sales department to purchase the necessary fittings.
- E. All leak detectors are set for general purpose parameters. If your application requires a special set up, please notify LDS prior to shipment.

Maintenance and Care

Oil changes and other minor maintenance items will be required if the lease extends beyond ninety (90) days. Contact LDS service department for recommendations. The cost this maintenance is not included in the lease price.

Return Shipping

- A. LDS provides a special shipping crate to minimize the possibility of shipping damage. *The equipment must be returned in this special shipping crate or a lost crate fee will apply.* \$150/Wood Crate or \$1200/Custom Crate.
- B. The customer is responsible for all transportation charges. All equipment must be *insured* for the total replacement value of \$23,100.00, plus \$1,689.00 for sniffer probe (\$24,789.00).
- C. Because of **guaranteed damage** to our rental equipment, **SHIPPING VIA FedEx GROUND or UPS GROUND IS PROHIBITED**. FedEx **FREIGHT** or UPS **FREIGHT** may be used ONLY if your company has Private Insurance to cover the REPLACEMENT VALUE of the equipment (\$24,789.00).

LDS recommends contacting us to set up the return shipment thru Yellow Guarantee (insured) or similar.

Other Carriers:

The customer has the option of using other carriers **EXCEPT UPS Ground or FedEx Ground**. The customer will be responsible for any shipping damage not covered by insurance and subject to late fees as specified in this lease if the equipment does not arrive at LDS within two (2) days after then rental period has ended.

These warranties are expressly IN LIEU of any other express or implied warranty and of any other obligation on the part of LDS, LDS assumes no liability in any event, for consequential damages, for anticipated or lost profits, incidental damages or loss of time or other losses incurred by the Purchaser or any third party in connection with equipment covered by the warranty or otherwise. No representation is made as to application or conditions of the use unless expressly set forth in LDS' acceptance of Purchaser's Order.

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ALL RENTERS ARE RESPONSIBLE FOR PROVIDING THE FOLLOWING INFORMATION

In compliance with Federal OSHA Safety Standard 1910-1200, Hazard Communications "Right to Know", LDS Vacuum Products requires this form be completed to preclude the potential health risk to its service personnel and other rental customers.

LDS PROHIBITS the use of rental equipment being exposed to:

Pathogenic germs, micro-organisms (bacteria, viruses, etc.) classes 1 to 4 and group E, radioactive materials, corrosive materials, high concentrations of oxygen, hydrogen, nuclear materials and copper (CU). *Copper* based by products formed in sputtering or etching processes are considered as a poison in some semi-conductor processes.

Indicate gases and/or substances that may come in contact with this rental equipment					

Providing LDS with false information and/or exposing LDS rental equipment to hazardous materials will result in expenses related to the exposure including, but no limited to down-time, clean-up, medical cost, replacement equipment, contamination passed on to other customer equipment, fines and legal fees.

The equipment is to be used for leak detection applications which do not adversely cause damage to the equipment. It shall be the customer's responsibility to contact LDS for prior written approval in if the application for use falls into the above category.

This agreement shall supersede the terms and conditions of any purchase order issued to LDS.

Signature Print Name Clearly DATE

Oerlikon Leybold PhoeniXL 300 Equipment Information

- · Leak rate: 5x10⁻¹² mbar l/s
- · Pumping Capacity: 3m³/h (1.8 cfm)
- · Pumping Speed: 2.5 liters per second (helium)
- Hand Held Controller with LED Display
- · Advanced system control panel with LCD display
- · Comprehensive self diagnostics
- · Internal system monitoring and protection
- · Auto-Ranging
- · Internal calibrated leak
- · Auto-Internal Zero and External Zero Function
- · RS232, PLC I/O, chart recorder interfaces
- · 3-trigger set point relays
- · Detects masses 2, 3 and 4
- · Weight: 80 lbs (without crate)

