

Equipment Rental Agreement

This Equipment Rental Agreement ("Agreement") is made between Georg Fischer LLC ("Georg Fischer") a California Limited Liability Company

and

Company Name: _____

Address: _____

_____ (hereinafter referred to as "Renter")

This Agreement covers the rental of the following products/machines:

_____	Serial Number	_____
_____	Serial Number	_____
_____	Serial Number	_____
_____	Serial Number	_____

Other items/accessories: _____

Products, machines, items and/or accessories shall collectively be referred to as "Equipment". This Agreement contains the exclusive terms and conditions which shall govern the rental of Georg Fischer Equipment. By signing below or accepting the Equipment, the Renter is deemed to have accepted these terms and conditions, despite any varying terms provided by Renter or contained in any of Renter's related documents. Rental charges are independent of material availability. The rental period begins seven (7) calendar days after Equipment shipping date and ends on the date the Equipment is received at Georg Fischer. The daily rental rate charged shall be based on the then current daily rate. Georg Fischer reserves the right to make changes to the daily rate at any time for any reason. Renter will be invoiced on a monthly basis. The Renter will be invoiced for rental charges at the end of the starting rental month and each month thereafter until the conclusion of the rental agreement and return of rented equipment. Any daily rental credit or "free" rental periods granted by Georg Fischer shall be applied at the start of the rental period. Thereafter, the daily rental rate applied will be based on the then current daily rate.

Default Remedies

If Renter fails to pay any rental payment or other sum due Georg Fischer hereunder in a timely manner or fails to observe, keep or perform any other provision of this agreement required to be observed, kept or performed by Renter, and does not cure such default within 5 calendar days after notice from Georg Fischer, then Georg Fischer shall have the right to:

(a) Sue for and recover all rents and other payments then accrued or thereafter accruing under this agreement;

(b) Take possession of any or all of the items of Equipment covered by this Agreement, without demand or notice to Renter, wherever the Equipment may be located, without any court order or other process of law, in which event Renter grants Georg Fischer access and

waives any and all damages occasioned by such taking of repossession, including, but not limited to, any damage caused to Renter's premises in connection with the removal of the Equipment.

(c) Terminate this Agreement as to any or all items of Equipment covered by this Agreement; or

(d) Pursue any other available remedy to Georg Fischer at law or in equity.

Obligation of Renter Continues

Notwithstanding any repossession of any item of Equipment by Georg Fischer or any other action which Georg Fischer may take, Renter shall be and remain liable for the full performance of all of its obligations under this Agreement.

Availability of Rental Equipment

Georg Fischer does not guarantee the availability of rental equipment and will under no circumstances be liable for any loss of any nature, directly or indirectly arising from the lack of availability of rental equipment.

Maintenance

During the term of this Agreement, Renter shall be responsible for maintaining in good repair (excluding normal wear and tear), or causing to be maintained, the Equipment by providing or causing to be provided, routine preventative maintenance and inspection services, to assure proper operation thereof. In addition, Renter shall be solely responsible for any and all repairs and maintenance required to be made to the Equipment during the term of this Agreement. Renter shall return Equipment for scheduled maintenance or repair as instructed by Georg Fischer.

Use of Equipment

Renter shall insure that the Equipment is used in a careful and proper manner and in strict conformity with the purposes and functions for which it was designed and is intended to be used, shall insure compliance in all respect with the operating and routine operator maintenance procedures as described in any manuals relating to the Equipment supplied to Renter by Georg Fischer and shall comply with and conform to all applicable federal, state and municipal laws, ordinances and regulations relating to the possession, use or operation of the Equipment. In addition, Renter shall not modify, alter, or change in any way the Equipment. Transformer or converter may be required to operate Georg Fischer welding equipment.

Receipt of Equipment by Renter

When Equipment is received by the Renter, it is the responsibility of the Renter to check the contents and packing slip to determine if all material is correct. Any discrepancies must be reported in writing to a Georg Fischer representative within 7 calendar days after receipt of said Equipment by Renter.

Return of Rented Equipment

All Equipment must be returned by the agreed return date, clearly tagged, and identified with the provided returns number (RMA number). Georg Fischer must approve the freight carrier. If unable to return the Equipment by the agreed return date, the Renter must give 20 calendar days' written advance notice to Georg Fischer. The Equipment shall be returned in the original container, properly packed, and labeled. Lost, damaged, and/or non-repairable shipping containers will be charged to the Renter at current pricing at the time of return. Bead and Crevice Free (BCF) and IR-63 machines shall be secured to a shipping pallet for

transport. Automated Fusion Machines require Air Ride transport. COD shipments will be refused and returned at the Renters expense. All Equipment must be returned for inspection directly to the Georg Fischer location printed on the return (RMA) document. A service time of two (2) hours is included per piece of Equipment. Any service time over two (2) hours or additional parts (deemed needed and not part of standard wear and tear) will be charged at current price on the date of return to the Renters original purchase order.

Equipment Failure

Georg Fischer reserves the right to repair or replace any rental equipment which fails. When equipment must be returned to Georg Fischer for repairs or replacement before the end of the rental, and these repairs are due to normal wear and tear, Georg Fischer will pay for the surface shipping fees to Georg Fischer and return. Carrier must be a Georg Fischer approved carrier, see Return of Rented Equipment for details.

Insurance

Renter shall name Georg Fischer as an additional named insured and loss payee, with respect to the Equipment, on Renter's insurance policies covering all risk or hazards to the Equipment.

DISCLAIMER

GEORG FISCHER WILL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY NATURE, DIRECTLY OR INDIRECTLY ARISING FROM ANY INJURY CAUSED TO THE OPERATOR OF THE EQUIPMENT, SO LONG AS THE EQUIPMENT IS IN THE POSSESSION AND/OR CONTROL OF RENTER OR ANY THIRD PARTY.

DISCLAIMER OF WARRANTIES

GEORG FISCHER MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT INCLUDING, BUT NOT LIMITED TO: THE MERCHANTABILITY OF ANY ITEM OF EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF ANY ITEM OR EQUIPMENT; THE QUALITY OR CAPACITY OF ANY ITEM OF EQUIPMENT; THE WORKMANSHIP IN ANY ITEM OF EQUIPMENT; COMPLIANCE OF ANY ITEM OF EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, REGULATION, SPECIFICATION OR CONTRACT PERTAINING THERETO; PATENT INFRINGEMENT; OR PATENT DEFECTS. GEORG FISCHER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF THE EQUIPMENT FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, SUCH AS LOSS OR PROFITS, LOSS OR PRODUCTION, LOSS OF USE OR LOSS OF CONTRACT, ARISING FOR ANY REASON, INCLUDING DAMAGES RESULTING FROM DEFECTIVE DESIGN, MATERIALS OR WORKMANSHIP OR FROM FAULTY INSTRUCTIONS AND WHETHER SUCH DAMAGES ARE CLAIMED TO ARISE FROM BREACH OF CONTRACT, IN TORT, THE THEORY OF PRODUCT LIABILITY OR OTHERWISE.

General Provisions

Georg Fischer's Inspection Rights

Georg Fischer shall, at any time and all times during regular business hours of Renter or Renter's user, have the right to enter the premises of Renter or Renter's user where the Equipment may be located for the purposes of inspecting the same or observing its operation, condition and use. Renter is responsible for its user's, its user's compliance with the terms, obligations and requirements of this Agreement and/or use of the Equipment by its

users. Renter shall give Georg Fischer immediate notice of any attempted or actual attachment or other judicial process or levy affecting any of the Equipment.

Ownership of Equipment

Georg Fischer, Renter and User acknowledge and agree that Renter or User has no right, title or interest in or to the Equipment except for the rental interest set forth in this Agreement. To the extent necessary to affirm Georg Fischer's ownership interest in the Equipment, Renter or User shall permit Georg Fischer to affix a label to each item of Equipment indicating Georg Fischer's ownership interest. This Agreement is intended by the parties hereto to create a rental agreement and not a sale, conditional sale, consignment or any other legal relationship. Upon request by Georg Fischer, Renter or User agrees to execute UCC-1 financing statements, in form satisfactory to Georg Fischer, evidencing the rental of the Equipment pursuant to this Agreement. Georg Fischer, as the owner of the Equipment, shall be entitled to such deductions, credits and benefits as are provided by the Internal Revenue Code of 1986, as amended to the date hereof or at any time hereafter, to an owner of personal property including, without limitation, any investment tax credit with respect to the Equipment.

No Encumbrances or Liens: Notice

Renter shall not pledge, encumber, create a security interest in or permit any lien to become effective on or with respect to any of the Equipment. If any of these events take place, Renter shall be deemed to be in default of this Agreement. Renter shall immediately notify Georg Fischer of any such liens, charges or other encumbrances of which Renter has knowledge. Renter shall immediately pay or satisfy any obligation from which any such lien, charge or encumbrance arises, and shall otherwise keep the Equipment and all right, title and interest therein free and clear of all such liens, charges and encumbrances. Renter shall deliver to Georg Fischer appropriate satisfactions, waivers or evidence of payment or satisfaction of any such obligation.

Risk of Loss

All risk of loss, damage, theft or destruction of or to the Equipment shall be borne by Renter. No such loss, damage, theft or destruction of or to the Equipment in whole or in part, shall impair the obligations of Renter under this Agreement, all of which shall continue in full force and effect; and Renter, at Georg Fischer's option, shall: (a) place the affected Equipment in good repair, condition and working order; (b) replace the same with like Equipment in good repair, condition and working order; (c) pay Georg Fischer an amount equal to all unpaid rent due and to become due under this Agreement during the term of this Agreement or (d) pay Georg Fischer the full replacement value of the affected Equipment.

Indemnification of Georg Fischer

Renter shall indemnify and defend and hold Georg Fischer, its officers, directors, shareholders, agents, legal representatives, successors and assigns, and each of them, harmless from and against any and all claims, liabilities, actions, suits, proceedings, damages, judgments, costs and expenses, including attorneys' fees, arising out of, connected with or resulting from:

(a) Renter's and/or Renter's employees', agents' or invitees' use or misuse of the Equipment;
or

(b) the breach by Renter of any covenant or obligation contained in this Agreement to be performed or observed by Renter.

The terms of this paragraph shall specifically survive the termination of this Agreement.

Force Majeure

Georg Fisher shall not be responsible for delays or impacts to its performance under this Agreement which is directly or indirectly caused by reason beyond its control, including without limitation, war (declared or undeclared), national emergency, terrorism, inadequate transportation facilities, machinery or equipment failure, fire, flood, windstorm or other act of God, strike, lockout or other labor dispute, order or act of any government, whether foreign, national or local, whether valid or invalid, or any other cause of like or different kind beyond the reasonable control Georg Fischer (each a "Force Majeure").

Governing Law

This Agreement will be construed and enforced in accordance with the internal laws of the State of California without regard to its conflicts law.

Recovery of Litigation Costs

If any arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with or arising out of any of the provisions of this Agreement, the successful or prevailing party will be entitled to recover such party's reasonable attorneys' fees and other costs incurred by such party in such arbitration or other legal proceeding, in addition to any other relief to which such party or parties may be entitled.

Severability

In the event that any provision or any part of any provision of this agreement is held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability will not affect the validity, legality or enforceability of any other provision or part thereof.

Successors and Assigns

This Agreement will not be assignable by either party without the prior written consent of the other party.

Waiver

Failure to insist on compliance with any of the terms, covenants or conditions hereof will not be deemed a waiver of such terms, covenants or conditions, nor will any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of such rights or powers at any other time or times.

By signing below, Renter acknowledges, agrees and accepts the terms and conditions contained in this Agreement:

Renter: _____

By Renter's Authorized Signor: _____

Print: _____

Approved by: _____

PO Number: _____