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EQUIPMENT RENTAL TERMS & CONDITIONS

The equipment shown on the attached Sales Order / Invoice shall remain the property of KineMedics Ltd. (the Company) and may be inspected by the Company at any reasonable time. Use of the equipment by the Client is at their own risk and the Client agrees to indemnify and hold the Company harmless from all claims for damage, liability, loss or injury to persons or property in any way connected with the use of said equipment.

The Client agrees to assume all responsibility for the proper care and maintenance of the equipment and will reimburse the Company for any loss or damage to the equipment, reasonable wear and tear excepted. Client will return the equipment prepaid to the Company at the end of the rental period unless a renewal is processed.

A valid Credit Card Number or Corporate Purchase Order is required before any rental equipment may leave our offices. The only other security alternative would be a Cash Deposit for an amount equal to the value of the equipment. Upon the return of the rental equipment to our location any Cash Deposit will be refunded (less any applicable damage charges) and any Credit Card information on file will be removed from our database if so requested by the Client.

The Client agrees that failure to maintain rental payments will result in cancellation of the rental agreement with the Company and that the Client will pay all necessary legal and other costs incurred by the Company to recover the equipment and/or outstanding rental charges calculated to the date of such recovery. Should the equipment still be in the possession of the Client when the rental agreement is cancelled then the full residual value of the equipment will be added to the amount owing to the Company.

The initial 4-week rental period is non-refundable but any following rental periods may be pro-rated for early return based on the actual return date to one of the KineMedics offices. At this time a partial refund of any pre-paid rental charges will be processed.

The first 4-week rental payment may be applied at 100% toward purchase of the equipment. Additionally, 50% of subsequent paid rentals (to a total of six (6) 4-week periods) may be applied toward purchase of the equipment, as per the selling price in effect at the time of purchase.

Please note that a starter set of accessories is provided with the rental kit for the initial rental but that replacement accessories are the responsibility of the Client. The Company may make these replacement accessories available at a reduced cost during subsequent rental periods.

***** Rental costs (plus applicable taxes) per 4-week period are payable in advance and will be re-billed automatically on the rental expiry date to the Credit Card or Purchase Order provided. *****

Date: _____

Equipment: _____

Signed: _____