

Method of Invoicing

Email (preferred method) _____ to email address: _____

Regular mail _____

Tax exempt: _____ (please provide certificate)

Method of Payment

Wire transfer/EFT (preferred method) _____ or Check _____ to Cherokee Instruments, Inc.

Branch Banking & Trust (BB&T)

Account Number: 5116892334

1405 N.Main Street

Routing Number: 053101121

Fuquay Varina, NC 27526

SWIFT Number: BRBTUS33

Trade References

NAME	ADDRESS	PHONE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Note: By completing this form, the above corporation, partnership or sole proprietorship hereby authorizes Cherokee Instruments, Inc. to contact your trade and bank references for the normal credit information, as may be required.

AMP-Cherokee Environmental Solutions

Terms and Conditions

RENTAL TERM AND RATES: Rental terms and rates are based on calendar days. The rental term begins on the date the Client receives the equipment and continues for the minimum term and until equipment is received back at our inventory center. After the expiration of any minimum term, rentals for a fractional period shall be at the daily rate. Monthly rates are based on 30 days. Once equipment leaves our facility we must charge the minimum term. If, however, Client's order cancels before we ship then no cancellation fee will apply.

The rental rate is based upon the minimum term and rate agreed upon prior to the start of the rental term. Should Client return the equipment prior to the expiration of the minimum rental term, Client is still responsible for payment of the full minimum rental term.

FREIGHT TERMS: All equipment is shipped to the Client at the Client's expense using standard freight charges and FOB Angier, North Carolina. To maintain a timely schedule, all outbound shipments are typically effected using a two-day delivery service unless otherwise specified. AMP-Cherokee (hereafter referred to as "Company") reserves the right to ship via an express overnight delivery service in order to meet scheduling constraints. All returns will be made by prepaid freight to Company in Angier, North Carolina. Company reserves the rights to refuse any shipment sent collect without prior written authorization. If Company elects to receive collect freight, in addition to the return freight charges, a 15% surcharge will be billed to the Client. Client is not responsible for any costs on equipment lost or damaged in shipment from Company to Client providing the shipment is effected on a prepaid and add basis and includes declared value coverage. If Client elects to use its freight carrier account for shipments from Company to Client, declared value coverage will be included on Client's account and a handling fee will be charged to Client. Declared value coverage will only be declined on shipments originating from Company to Client when Client has expressly declined declared value coverage in writing.

USE OF EQUIPMENT: Client shall use the equipment in a careful and proper manner in compliance with all laws and other governmental requirements and the manufacturer's instruction and specifications. Client shall keep the equipment free from all liens and encumbrances. Client shall not assign or sublet the equipment, nor allow any alterations, modifications or repairs of any equipment by anyone other than Company except upon the prior written consent of Company. Client shall bear the entire risk of loss or damage to the equipment from any cause, and shall indemnify and hold Company harmless from any and all claims, liabilities, losses, costs and expenses (including attorney's fees) arising out of the use, possession, operation or renting of the equipment.

CYLINDER GAS USAGE: Rental rates for cylinder gases are based on the client using 50 psig of gas per day rental. Gas usage in excess of 50 psig per day rental will be subject to additional gas usage fees for every 50 psig or fractional usage over the allowable limit.

RETURN OF EQUIPMENT: Upon termination of the rental period, Client shall return the equipment to Company, Angier, North Carolina in the same condition as when first received; ordinary wear and tear excepted.

Client shall be responsible for and pay to Company on demand the new replacement cost of any lost or materially damaged equipment (including any manuals, cables and other accessories) as well as cost of restoring any equipment returned with extraordinary wear and tear or damage. Client shall properly pack all equipment being returned, in their original boxes using original packing materials for shipment, and shall be responsible for any damage caused during the return shipment. With respect to lost or materially damaged equipment, Client shall be responsible for rentals to the date of receipt by Company and the full, new replacement cost. To limit Client liability, Client should fully insure equipment for replacement value when being returned to Company.

PAYMENT TERMS: New clients or other clients out of terms may be expected to pay in advance for goods and/or services rendered. All other invoices issued by Company shall be paid by the Client within thirty (30) days of the date of invoice unless otherwise agreed to in writing by Company. In the event of late payment, Company may charge interest on the past due amount, at a rate of 10% per month.

Client accounts that are 45 days past due will be converted to cash on delivery (COD) or credit card basis. Client accounts that are 60 days past due will be suspended pending payment of past due balances, and registered with our Credit Management consultant. Client accounts that are 90 days past due will be suspended indefinitely and will result in the pursuit of legal remedies.

TAXES: Client shall be responsible for and shall pay all taxes and other governmental charges assessed in connection with the sale, rental use or possession of the equipment including, without limitation, any and all sales and/or use taxes, personal property taxes, any duties, value added taxes and goods and services taxes (other than taxes on Company's net income).

EQUIPMENT RENTAL WARRANTY: Company warrants that the equipment in normal use will meet the manufacturer's operating specifications. **If any equipment shall require repair or re-calibration, Client shall immediately notify Company and obtain consent before any remedial action is taken or any equipment is returned.** The sole obligation of Company under the foregoing warranty shall be to repair, re-calibrate, or at its option, replace any equipment that shall fail to meet said warranty at its expense; and the right to receive such repairs, re-calibration or replacement shall constitute the sole and exclusive remedy of Client. Equipment damaged in outbound shipment may, at Client's option, be returned to Company at no cost to the Client, providing notification of damage is provided to shipment carrier upon receipt of damaged equipment and declared value coverage has not been declined by Client.

The foregoing warranty shall not apply to any damage to equipment caused by accident, misuse or abuse, and Company shall not be responsible for any delays or failures in making repairs, re-calibration or replacement due to unavailability of parts, of labor, strikes, and delays in transportation or other causes beyond its reasonable control. Cherokee Instruments, Inc., not being the manufacturer of any equipment, disclaims all other limitation, any warranty of merchantability or fitness for any particular purpose of the equipment or that the equipment will not infringe upon any patent or proprietary right of any third party. Unless Client gives Company notice of any defect within 48 hours after receipt of each item of equipment, it shall be conclusively presumed that such item was delivered in good condition and repair.

LIMITATION OF LIABILITY: In no event, whether as a result of breach of contract or warranty, tort (including negligence) or otherwise, shall Company be liable for any consequential, incidental or exemplary damages, including, without limitation, any loss of profit or revenues, loss of use of any equipment, damage to other equipment, cost of substitute equipment or downtime costs.

DEFAULT AND REMEDIES: Client shall be in default hereunder if it shall fail to pay, when due, any sum due to Company or shall fail to perform any other obligation owing to Company or if any bankruptcy or similar proceedings under federal or state law shall be filed by or against Client. Upon the occurrence of any such default Company may at any time during the continuance thereof, and in addition to all other rights and remedies available to company by law, (1) terminate the rental of all equipment rented to Client, (2) require Client to assemble and return all such equipment, or repossess all such equipment, and/or (3) recover from Client all amounts payable hereunder. Company shall not have any duty to account to Client for the proceeds of any disposition of equipment subsequent to return or repossession. All rights and remedies of Company on default are cumulative and may be exercised simultaneously or successively. No waiver of any default shall waive any other or subsequent default. Client shall reimburse Company for all costs and expenses incurred by Company in enforcing its rights hereunder, including attorney's fees.

MISCELLANEOUS: The rental rate is fixed for said minimum term. Upon the expiration of the minimum term, all rental rates and prices shall be subject to change by Company at any time without notice. Rental of all equipment is subject to availability in Company inventory. If any of these terms and conditions is found to be invalid, it shall not affect the validity of any other terms and conditions. The laws of the State of North Carolina shall govern the rights of Company and the Client.

SOLE AGREEMENT: The above terms and conditions are the only terms and conditions upon which Company is willing to rent the equipment. Any additional or different terms in any order or other response by Client shall be deemed objected to by Company without need of further notice of objection, and shall be of no effect or in any way binding upon Company. No waiver, alteration or modification of any of the provisions hereof shall in any event be effective or binding upon Company unless in writing and signed by a duly authorized employee of Company.

Effective January 1, 2016

Acknowledgment of and Agreement to, Above Terms and Conditions

Company Name: _____

Authorized Person (Print/Sign): _____ / _____

Title: _____ Date: _____