

	<p style="text-align: center;">LA Testing 11652 Knott Avenue, Unit F5 Garden Grove, CA 92841</p> <p style="text-align: center;">1-800-220-3675 <a href="http://www.LATesting.com">www.LATesting.com</a> Fax: (856) 786-0327 EMAIL: <a href="mailto:mbarrett@LATesting.com">mbarrett@LATesting.com</a></p>	
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## **Equipment Loaner Agreement for Canisters and Regulators**

These Terms and Conditions for loan program for canisters (Summa type) and accessories shall constitute the complete agreement between EMSL Analytical, Inc. dba LA Testing, 200 Route 130 North, Cinnaminson, NJ 08077, hereinafter (“LA Testing”), and the customer stated in the Information Section, hereinafter (“Borrower”). LA Testing enters into this Agreement with Borrower, subject to these terms and conditions, for the equipment listed on Schedule A, hereinafter (“Equipment”), attached hereto and incorporated herein by reference. All of the Equipment listed on Schedule A is included in the term Equipment as used herein.

Borrower hereby acknowledges acceptance of the terms and conditions along with delivery of the Equipment.

1. Borrower understands and agrees that these canisters and accessories are provided at no charge (except for shipping charges, duties, tariffs, customs fees, etc.) provided that all samples taken utilizing the canisters are Returned to LA Testing for analysis. While on loan, the Equipment is and shall at all times remain the sole property of LA Testing. Please note that the canisters are intended to sample Indoor Air of Breathing Quality and not intended to sample Vent Stack gases or highly contaminated air without the permission of LA Testing prior to sampling.
  
2. At the time of order, Borrower will provide to LA Testing the date when LA Testing will receive the equipment and accessories back (“Return Date”). The packing list will note this Return Date and will be sent with the equipment to the Borrower. LA Testing will provide canisters and regulators in good working condition along with, if applicable, media and accessories all at no cost (Borrower is responsible for all shipping charges, duties, tariffs, customs fees, etc.). At delivery, Borrower will confirm receipt of all requested items and will contact LA Testing upon receipt if any items are missing or damaged. Borrower shall have the option to extend this Agreement for additional days at the end of the initial term, provided Borrower provides LA Testing a minimum of two (2) business days notice of its intent to extend the Agreement and LA Testing agrees to extend the Agreement. Borrower shall be responsible and liable to LA Testing for, and indemnify LA Testing against, any and all damage to the Equipment, which occurs in any manner from any cause or causes during the Term of this loan agreement or until return and delivery of the Equipment to LA Testing. Compensation will be the replacement cost of all canisters, regulators and accessories. Replacement cost fees are \$750 per 6 L canister, \$350 per mini-can and \$800 per regulator. The canisters/regulator set will not be stored near or with any organic solvents such as cleaners, fuels, etc. If the equipment is returned heavily contaminated and not useable, reconditioning costs and/or replacement costs will apply. Borrower shall be responsible and liable for, indemnify LA Testing against, hold LA Testing free and harmless from any claim and all claims of any kind whatsoever for or from, and promptly pay any judgment for, any and all liability for



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personal injuries, death or property damages or any of them, which arise or in any manner are occasioned by the acts or negligence of Borrower or others in the custody, operation or use of, or with respect to, said Equipment, during the Term of the loan agreement or until return and delivery of the Equipment to LA Testing, including all attorney's fees and costs associated with LA Testing's defense of said claims. Neither Borrower nor others shall have the right to incur any mechanic's or other lien in connection with the repair, maintenance or storage of the Equipment, and Borrower agrees that neither it nor others will attempt to convey or mortgage or create any lien of any kind or character against the same or do anything or take action that might mature into such a lien. Borrower shall not assign, sell, mortgage, pledge rent, part with possession, or otherwise engage in any dealing with the equipment or with any interest therein, or attempt to do any of these things.

3. Borrower's failure to return any or all canisters, regulators, and accessories to LA Testing by the Borrower provided Return Date, without obtaining LA Testing's prior written permission to extend this Loan Agreement, will automatically convert this Loan Agreement to a Rental Agreement for said canisters, regulators and accessories. If LA Testing has not received any samples from the use of these canisters, regulators and accessories by the Borrower provided Return Date, the rental term will include the time beginning with the date that and accessories were shipped from LA Testing and ending on the date when the canisters, regulators and accessories are returned to LA Testing. The rental fees charged by LA Testing will be the lowest combination for the days outstanding using the following fees per Canister: daily -\$65 usd per day; weekly - \$250 usd per week; monthly - \$900 usd per month. If canisters, regulators and accessories are not returned by Borrower within thirty (30) days from the provided Return Date, Borrower understands they have now purchased these canisters, regulators and any other accessories. LA Testing will bill client the replacement cost value for each piece of equipment as indicated in section 2 of this document.
4. Borrower is responsible for all taxes, duties and fees associated with this Agreement.
5. Borrower is responsible for all shipping charges both from LA Testing to Borrower and from Borrower to LA Testing. All canisters, regulators and accessories are to be sent by Standard Overnight (Federal Express, UPS, etc.) to preserve sample integrity. Borrower Shall insure all canisters and regulators for replacement value when shipping. LA Testing will ship canisters, regulators and accessories to Borrower by 2nd day shipping unless otherwise requested by Borrower. Additional shipping charges will apply for faster shipping.
6. Borrower accepts sole responsibility and shall hold LA Testing, its servants and agents, fully indemnified against any and all claims made and/or actions brought against LA Testing concerning any liability, claim or loss, including loss of business or other

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consequential loss, damage or injury to persons or property occurring in connection with any of the Equipment to or from LA Testing or use of the Equipment. LA Testing shall not be liable for any losses resulting from any failure on the part of the Equipment. In no event shall LA Testing have any responsibility or liability to Borrower for any failure or delay in performance by LA Testing which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of LA Testing. Such causes and circumstances shall include, but not be limited to, acts of God, acts of Borrower, acts or orders of any governmental authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, unavailability of supplies from usual suppliers, difficulties or delays in transportation, mail or delivery services, or any other cause beyond LA Testing's reasonable control.

7. LA Testing does not make any express or implied warranty to Borrower of any kind. All conditions, representations, warranties, whether express or implied, whether in relation to fitness of the equipment for any particular purpose or as to the description, state, quantity or condition of the equipment on delivery or at any time are hereby excluded or extinguished. Neither this document nor any action or communication on the part of LA Testing shall lead to the issuance of express or implied warranties to Borrower.
8. During the Loan Agreement Term, Borrower shall:
  - a) Ensure that the Equipment will only be operated properly and by competent persons trained in the proper use of the Equipment.
  - b) Maintain the Equipment in its present good condition, reasonable wear and tear occurring despite standards of good maintenance of Equipment accepted. Borrower shall immediately report any damages to Equipment to LA Testing. Borrower shall be liable for expenses incurred by LA Testing to repair damages to said Equipment caused by operation or use by Borrower or by others during the Loan Agreement Term and until delivery of the Equipment to LA Testing.
  - c) Obtain all necessary licenses, certificates, permits, authorizations and others required for the operation of, or in connection with, the Equipment and shall maintain the same in full force and effect throughout the Term of the loan agreement. Borrower shall not do, neglect to do or permit to be done any act whereby the Equipment or its use would contravene any statute, rule, regulation or by-law or any such license, certificate, permit authorization, and others for the time being in force pertaining to the use, maintenance or safety of the Equipment. Borrower shall, during the term of this Loan Agreement and until return and delivery of the Equipment to LA Testing, abide by and conform to, and cause others to abide by and conform to, all laws and governmental rules and regulation, including any future amendments thereto, controlling or in any manner affecting operation, use, maintenance or storage of said Equipment. Borrower shall, at its own expense, ensure that the Equipment is kept safe and without risks to health or safety. Borrower agrees to undertake all reasonable and practical steps to ensure that its use of said Equipment

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- conforms to the terms of this loan agreement, and to all local and national health and safety regulations.
- d) Not assign this Agreement without the express written consent of LA Testing.
  - e) Not permit the Equipment to be used by any party other than Borrower and its employees.
9. If Borrower shall commit any breach of this Agreement, default in any payment, cease to carry on business or abandon the Equipment, file for bankruptcy, is sequestered or has a Liquidator or Receiver appointed, or if legal process is commenced or levied against Borrower in any way it is mutually agreed that LA Testing may, at its option, without notice, terminate this Agreement, enter upon the place where the Equipment is kept and take possession of the Equipment. LA Testing's waiver of any rights under this Agreement shall not be deemed a waiver of any other right of LA Testing. In the case of any breach of Borrower resulting in a termination of the Agreement, Borrower shall pay LA Testing all monies due or those that would have been due, as if the Agreement had run its full term.
10. Borrower acknowledges full responsibility for the performance of the work intended by Borrower and that LA Testing is in no way responsible for the work or performance of the work. Borrower will provide an appropriate operating environment for the Equipment in accordance with manufacturer's recommendations. These Terms and Conditions, together with any additions or revisions which may be agreed to in writing by LA Testing, embody the whole agreement of the parties and provide the only remedies available. There are no promises, terms, conditions, understandings, obligations or agreements other than those contained herein, and these Terms and Conditions shall supersede all previous communications, representations, or agreements, either verbal or written, between the Borrower and LA Testing. These Terms and Conditions, and any transactions or agreements to which they apply, shall be governed both as to interpretation and performance by the laws of the state of New Jersey. The invalidity or unenforceability, in whole or in part of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of these Terms and Conditions, the intent of the parties being that the provisions be severable. The section headings of these Terms and Conditions are intended solely for convenient reference and shall not define, limit or affect in any way these Terms and Conditions or their interpretations. No waiver by either party of any provision, term or condition hereof or of any obligation of the other party hereunder shall constitute a waiver of any subsequent breach or other obligation.

The signer of this document must have authority to bind the borrower to its terms. LA Testing reserves the right to request documentation of said authority from the signer as a condition precedent to entering into this Agreement.



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<b>For Borrower:</b>
<b>Title:</b>
<b>Print Name:</b>
<b>Date:</b>