

MASTER RENTAL AGREEMENT
Terms and Conditions (Domestic Only)
Effective July 1, 2004

RATES:

WEEKLY: First 1-7 Days, Billed at 60% of monthly rate, after the 7th day prorated daily at the rate of 1/28 of the monthly rate. Weekly rates are not available on all items.

MONTHLY: First month (first 4 weeks) and all full months thereafter, billed at 100% of monthly rate, the return month (partial month), prorated daily at the rate of 1/28 of the monthly rate.

If equipment is not received by the end of the rental period charges will continue to accrue at a daily rate that is 1/28th of the monthly rate.

Please note, items not normally carried in TDS's inventory will require a one-month minimum rental.

TERMS:

This agreement is effective from the date the equipment is shipped and shall remain in force until subject equipment is received by TDS. The returned equipment must be in essentially the same condition as when it was shipped by TDS. Normal wear and tear is expected. All rentals are subject to credit approval prior to shipment. The monthly rental rate is set forth on the Rental Equipment Request Form/s. Copies of Rental Equipment Request Forms are available upon request. Invoices are processed the day of shipment and re-invoiced upon the return receipt of the equipment or every 28 days after the date of shipment, whichever comes first. Payment terms are net 30 from the invoice date. **Equipment Rental Rates are portal-to-portal starting the day of shipment and ending upon receipt of the rental equipment at our location in Arlington, Texas.** Past due payments are subject to late payment charge of the lesser of 1 ½% per month or the highest rated permitted by applicable law.

Equipment defects or rental discrepancies must be reported to TDS in writing (**email to equipment@technicaldiagnostic.com**) within 48 hours after customer receives the equipment, or it will be presumed the received equipment is as ordered, was received in good condition, is accepted, and will be billed and paid for.

TAXES:

Customer must pay all sales, use, or property taxes imposed as a result of his rental of the equipment.

SHIPMENT:

F.O.B. point is our location in Arlington, Texas. The Customer is responsible for both the outgoing and return shipping charges. TDS shall not be liable for transportation delays. Freight damage to the equipment, or total loss of equipment by a carrier shall be the sole responsibility of the Customer. It is the Customer's obligation to ensure the equipment is properly returned and received by TDS at the end of the rental period. The rental fee will continue to be charged to the Customer until the equipment is received at the TDS loading dock.

EXCUSABLE DELAYS:

TDS shall not be liable for delays in shipment due to; (1) cause(s) beyond its reasonable control, (2) acts of God, acts of the Customer, acts of civil or military authority, governmental priorities, strikes, fires, flood, epidemics, war, riot, delays in transportation, (3) inability for any cause beyond the reasonable control of the Company to obtain necessary materials, components, services or facilities. In the event of any such delay, the date of shipment shall be extended for a period equal to the time lost.

AVAILABILITY:

Equipment availability is subject to prior rental or sale unless reserved in advance. Provided all terms are met, reservations may not exceed 30 days in advance of desired ship date. For cancellation of a reservation, a charge of 25% of one (1) month's rent will be assessed.

PRICING:

TDS reserves the right, at any time and without notice to, change published rates, prices, and terms.

TITLE:

Equipment Title remains with TDS at all times. The Customer is responsible to keep the equipment free of all liens, levies, and encumbrances.

WARRANTY:

TDS warrants the rental equipment to be in good operating condition at the time of shipment. If the equipment is not functional upon receipt by customer, TDS must be notified in writing within 48 hours of receipt. Rental charges will continue to accrue if TDS is not so notified. If the equipment fails due to no fault of the Customer, TDS will, at its option, either repair the equipment or supply replacement equipment on an expedited basis, subject to equipment availability.

The foregoing warranty is exclusive and in lieu of all other warranties, written or oral, implied or statutory, UNLESS EXPRESSLY AGREED IN WRITING. TDS does not warrant the marketability of the equipment or the fitness or suitability of the rented equipment for any specific application.

LIMITATION OF LIABILITY:

In no event, whether as a result of breach of contract, warranty, tort (including negligence), or otherwise, shall TDS be liable for any consequential, incidental, or exemplary damages, including but not limited to, loss of profit or revenue, loss of use of the products, or any associated equipment, cost of substituted products, facility, services, or replacement power, down time costs, or claims of the Customer's for such damages. The foregoing WARRANTY shall constitute the sole remedy of the Customer and the sole liability of TDS.

CUSTOMER LIABILITY:

The Customer shall not assign or sublet the equipment or any of his rights under this rental agreement. It is the Customer's responsibility to return equipment to TDS in the same condition as shipped. Normal wear and tear is expected. Damage, whether by abuse, misuse, neglect, or exposure of the equipment to adverse environmental and/or operating condition(s) will obligate the Customer to pay the cost of restoring the equipment to its condition at the beginning of the rental, or to replace the equipment. The Customer is responsible for the repair or replacement of equipment damaged while in his possession or in shipment. Customer is obligated to pay immediately to TDS the full value of any equipment lost.

Instruction books, accessories, or other associated ancillary items, not returned, will be billed to the Customer at current replacement cost.

DEFAULT:

In the event any invoice is not paid for a period of 30 days or more after becoming due, or the Customer is otherwise in default under the terms hereof, TDS may take possession of the rented equipment with or without demand or further notice.

In the event a petition, under the Federal Bankruptcy Act, is filed by or against the Customer, or the Customer makes an assignment for the benefit of creditors, or a Receiver for the Customer is appointed or applied for, or the Customer ceases to function as a going concern, TDS may declare the Customer to be in default and immediately take possession of the rented equipment and exercise any other remedies or rights that TDS may have at law or in equity. In the event a petition, under the Federal Bankruptcy Act, is filed by or against the Customer, or the Customer makes an assignment for the benefit of creditors, or a Receiver for the Customer is appointed or applied for, or the Customer ceases to function as a going concern, TDS may declare the Customer to be in default and immediately take possession of the rented equipment and exercise any other remedies or rights that TDS may have at law or in equity.

I have read the above agreement and agree to abide by it

X. _____
(Customer)

Date _____