



Scientific Analytical Institute, Incorporated  
4604 Dundas Drive  
Greensboro, NC 27407  
336-292-3888

## Equipment Loan Agreement

This Agreement is between Scientific Analytical Institute (SAI) located at 4604 Dundas Drive, Greensboro NC 27407 and \_\_\_\_\_ (“client”) located at \_\_\_\_\_

SAI will provide client with loaner equipment in good working condition. SAI warrants that the equipment will meet manufacturer’s specifications. SAI is not the manufacturer of the equipment and makes no warranty; either expressed or implied other than as set forth herein. There are no oral or written promises other than those contained herein concerning the equipment.

If client does not provide timely notice (24 hrs.) of any defect upon delivery, it shall be presumed that the equipment was delivered in good condition. If equipment requires repair or recall, client shall immediately notify SAI before any action is taken or any equipment is exchanged. SAI’s obligation under this situation shall be to repair, recalibrate or at its discretion, replace any equipment that fails to operate per specification at SAI’s expense in a reasonable timeframe. SAI is not responsible for any damage to equipment caused by client.

All equipment is loaned free of charge (except shipping fees, taxes and duties). Retail analytical rates apply to all samples taken on the project while implementing SAI’s free pump loan program. Contact us for SAI’s current standard fee schedule.

Client is responsible for returning the equipment in the same condition as it was received from SAI, excluding ordinary wear and tear. Client agrees to compensate SAI for any damages to equipment caused by client.

When placing a pump loan order, client will provide a “need by” date assumed to be the day before the scheduled sampling event and the “*expected return date*” which is the date the equipment will be returned to SAI.

### Client understands and agrees to the following:

- a) Client will pay all shipping costs incurred to ship the loaner equipment from SAI to client’s requested delivery address; the shipping method must be no greater than 2-day delivery. Shipping charges will be added to the pump loan invoice unless client elects to provide SAI with client’s United Parcel Service (UPS) or Federal Express (FedEx) account information during order creation.
- b) If client elects to ship using an unguaranteed delivery method (i.e. regular mail), SAI is not liable for costs associated with late or non-delivery of the equipment.
- c) The in-transit time used for calculating the pump loan term cannot exceed two (2) business days.
- d) To confirm the equipment has been received, a signature will be required.
- e) Client is responsible for all shipping charges both from SAI to client and from client to SAI.
- f) Client acknowledges and agrees that the pump loan term will begin on the day after the equipment is received by the client (assuming 2-day or less in-transit time) and will end on the day the equipment is returned to SAI.
- g) If client fails to return all equipment by the “expected return date”, client acknowledges and agrees to pay pump loan charges of \$20.00 per day as accrued until such equipment is returned to SAI. If any or all equipment is not returned by client within thirty (30) days after the original “expected return date”, client acknowledges that client has purchased this equipment and agrees to pay SAI the equipment’s current replacement cost.
- h) Client acknowledges that client is responsible for all taxes, duties and fees associated with this pump loan program.
- i) In no event, shall SAI be liable for any consequential, incidental or exemplary damages, including any loss of profit or revenues, loss of use of its equipment, damage to other equipment, cost of substitute equipment or down time costs for this pump loan program.
- j) Pump loan fees will be tendered once equipment is returned and no damages have been identified to the equipment. Client agrees to compensate SAI for any damages caused by client up to the replacement cost of the equipment.



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- k) When the client places an order, the client's return date ("expected return date") will be two weeks from the date the client receives the pump; client is expected to ship the equipment back to SAI by the expected return date.
- l) If the client's sampling schedule is more than two weeks long, the client agrees to consistently send samples back to SAI during the duration of the loan of equipment.
- m) SAI will provide the client with pumps, chargers, and media. Accessories, shipping charges, duties, tariffs, customs fees, etc. are the responsibility of the client.
- n) Client will confirm receipt of all requested items and will contact SAI immediately upon receipt if any items are missing or damaged.
- o) All equipment is loaned free of charge (except shipping fees, taxes and duties). Retail analytical rates apply to all samples taken on the project while implementing SAI's free pump loan program. Contact us for SAI's current standard fee schedule.

Client is responsible for:

- a) Decontaminating all pump loan equipment after use.
- b) Returning all pumps, chargers and accessories originally included. All items will be listed on the packing list included in the box. Any unreturned items will be billed at replacement cost.
- c) Returning all unused media by the "expected return date" (any media supplied and not sampled or returned will be billed at purchase cost).
- d) Any fees associated with equipment that is returned damaged or contaminated
- e) Charging the pumps before sampling.

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Client Name: \_\_\_\_\_

Responsible Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Expected Return Date: \_\_\_\_\_