

Sponge-Jet® Rental Terms



THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES EXCEPT WARRANTIES OF TITLE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(Return by fax to Sponge-Jet Customer Service at 603-431-6043)

- The equipment rental period begins on the day equipment arrives at the Customer's "ship to" location and continues through and including the day equipment is placed in transit back to the designated Sponge-Jet facility. The return date is determined by the Bill of Lading ship date. The Customer will be responsible for inbound and outbound shipping costs.
- **Sponge-Jet 70-E Electric and 70-P Pneumatic Recycler™ equipment is shipped with shipping brackets that must be removed before operation. Shipping brackets must be reinstalled before reshipping.** If these brackets are not properly removed before operation or re-secured for return shipment, the cost of any damages will be billed to the Customer, including but not limited to the replacement cost of the brackets and for any parts and labor to repair damage done to the equipment during operation and/or shipment.
- All rented equipment, including whipline blast hose and couplings must be returned to Sponge-Jet in good condition, subject to normal wear and tear. The Customer will be charged for any equipment repairs or replacement costs.
- **All materials, hazardous or not, must be cleaned out of equipment before returning to Sponge-Jet. A cleaning/disposal charge of \$1,000 or more will be charged to the Customer for equipment returned containing used media, foreign debris, and/or blasting residue.**
- Factory training is strongly recommended for all first-time users. In addition, the Customer should make individuals familiar with the importance of safety, equipment maintenance, field repair, blasting concepts, and media management.
- The Customer is responsible for all normal and reasonable preventative maintenance as depicted in The Operational Manual. The Customer must contact with Sponge-Jet in advance regarding repairs, service, and general maintenance. Sponge-Jet, Inc. will not be responsible for any third party expenses or billings, as a result of these activities.
- Before returning rental equipment to Sponge-Jet, Customers have the option of purchasing the rental equipment. Customer must contact Sponge-Jet to receive a written quote, which will normally offer a discount equal to one month's rental fee. Customers account must be in and remain in good standing during the terms of this transaction and is subject to Sponge-Jet's Conditions of Sale. (In lieu of the above, this discount may be used to purchase new equipment. Please contact Sponge-Jet, Inc. for details.)
- The Customer acknowledges that this Equipment is to be operated exclusively with Sponge-Jet Pliant Media and that such use is protected under Patent 5,146,716 "Pliant Media Blasting Method". Sponge-Jet, Inc. grants temporary use under it's Patent when Customer is using Sponge-Jet Equipment in conjunction with Sponge-Jet Media. Any other use of Equipment and/or Pliant Media is strictly prohibited and considered a violation of Sponge-Jet Patents.

WARRANTY TO CUSTOMERS PURCHASING THROUGH AUTHORIZED SPONGE-JET DISTRIBUTORS AND CUSTOMERS PURCHASING DIRECTLY FROM SPONGE-JET. Sponge-Jet, Inc. (herein referred to as SJ) warrants equipment sold as "NEW" and manufactured by it to be free from defects in materials and workmanship for twelve (12) months from date of invoice from SJ or its authorized sales channel. If, within the applicable warranty period, purchaser discovers such item was not as warranted and promptly notifies SJ in writing, SJ shall repair or replace the items found to be faulty by SJ or refund the purchase price at SJ's option. This warranty shall not apply to (a) equipment not manufactured by SJ, (b) equipment which has been repaired or altered by others than SJ, (c) equipment which has been subjected to negligence, accident, or damage by circumstances beyond SJ's control, or to improper operation, maintenance, storage, or to other than normal use or service, (d) equipment sold as "used" or in "as is" condition, and (e) equipment utilized with any product not properly licensed or provided by SJ.

With respect to equipment sold but not manufactured by SJ, the warranty obligations of SJ shall in all respects conform and be limited to the warranty actually extended to SJ by its supplier. The foregoing warranties do not cover reimbursement for labor, transportation, removal, installation, or other expenses, which may be incurred in connection with repair or replacement. Except as may be expressly provided in an authorized writing by SJ, SJ shall not be subject to any other obligations or liabilities whatsoever with respect to equipment manufactured by SJ or services rendered by SJ.

Terms are subject to change by Sponge-Jet, Inc. without prior notice.

I have read and understand each of the above terms and the related liability and certify I have the authority to sign this Agreement on behalf of the Customer. These terms and conditions will also apply to any subsequent rentals.

Authorized Signature _____

Title: _____

Print Name _____

Address: _____

Company Name _____

Date: _____