

# RENTAL

## Terms and Conditions

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## 1. Definition

The terms and conditions of rental apply to the renter and the tenant.

**The renter:** CADDEN 359, route de Sainte Luce, Parc du Petit Chatelier, BP 30171, 44301 NANTES Cedex 3, France

**The tenant:** Any party renting the renter's equipment

**The commercial offer:** The commercial offer is a document containing the estimated rental period, the rental price, the caution, and the amount of the insurance.

The acceptance of the commercial offer is worth the acceptance of the terms and conditions of rental.

## 2. Rental period

The rental period starts one (01) day after the equipment's departure date from Cadden's premises, and ends the day of receipt the equipment in Cadden's premises.

In case of partial return delivery of the equipment, the date of the final package delivery will be retained as the rental end date.

The equipment must be booked at least two weeks before the starting date of the rental period; the rental will be definitively validated when Cadden will receive the commercial offer signed, or an order, and the caution.

For some equipments, the minimum fees will be three (03) days. These minimum fees will be specified in the commercial offer.

## 3. Changing the rental period

The tenant must inform the renter of any extension of the rental period originally scheduled in the commercial offer. Every extra day or weeks will be charged.

For any cancellation or change of the rental period, the tenant must notify it in writing. The tenant will have seven (07) days before the first day of rental to cancel it. If the tenant does not cancel the rental before seven (07) days, he will have to pay compensation equivalent to the shortfall to Cadden.

If the tenant wants to lower the rental period, he will have to pay a financial compensation or the rental price will be reviewed following the financial terms and conditions of the renter.

## 4. Financial terms

The financial terms applicable are those described in the attached commercial offer.

If the rental period will exceed 30 days, the bill will be monthly.

The payments to the renter should be in Euro.

For shipment outside the continental Europe, a transit fee of seven (07) days will be applied. The transit fee will be 50% off, of the daily rental rate.

## 5. Invoicing policy

In case the tenant has ordered several rental, which invoices are still unpaid, any new rental will be accepted until invoices, even before the due date, are paid following these rules:

- ✓ 25% from the total amount for any new rental < 5 000 €;
- ✓ 50% from the total amount for any new rental between 5 000 € and 10 000 €;
- ✓ 75% from the total amount for any new rental between 10 000 € and 25 000 €;
- ✓ 100% from the total amount for any new rental > 25 000,00 €.

## 6. Deposit

A deposit will be done by the tenant for an amount of 10% of the sales value of the equipment rent, before any shipment. This amount will be indicated in the Commercial offer, or provided on request.

## 7. Insurance

During the transit, the goods are under the responsibility of the sender, which takes in charge all the freight and insurance costs.

During the rental period and until the return of the equipment in the premises of the renter, the tenant is responsible for the equipment and he must insure the equipment. The value of the equipment is described in the commercial offer.

The tenant must provide a copy of the insurance certificate before the start of the rental period. When we will have the insurance certificate, Cadden will be able to send the equipment to the tenant.

## 8. Export Licence – Double Use goods

In case the rental include one (01) or more sensors which need an export license, the tenant must complete and return the form available in the appendix, before the start of the rental period.

The export license is not required for the countries of the Schengen area, as well as Switzerland, which has its own import regime.

Reminder: The United Kingdom is outside the Schengen territory. No authorization is required between France and the overseas departments (community customs territory). However, exportation licenses are required for Mayotte and Saint-Pierre-et-Miquelon.

The administration procedures for an export license can be done either by the tenant or the renter. If the renter does the administration procedures in order to obtained the export license, 150€ will be charged in addition to the rental equipment price. If the tenant does the administrations procedures, the renter will ask for a copy of the export license, before sending the equipment to the tenant.

To have an export license it can take up to six (06) weeks, so it is up to the tenant to take account of this period of time, and to anticipate.

## 9. Departure

The equipment is tested before departure, ensuring its proper working condition.

The equipment will be dispatch by Cadden's carrier or by the tenant's carrier.

If the tenant wishes, he can come to pick up the equipment straight to Cadden's premises. A removal order must be signed. When a removal order is signed and the equipment leaves Cadden's premises, the equipment is under the responsibility of the tenant.

## 10. Return

The tenant will send back the equipment by a prepaid carrier or bring back the equipment by himself. Cadden will refuse acceptance of any packets sent to us freight collect. The tenant is responsible for packing the equipment. He agrees to return them in their original packaging and in the best conditions.

## 11. Check of the equipment at reception

The tenant agrees to report to the carrier any problem due to travel conditions and to do the steps of claim in case of damage to the equipment within the 48 hours after the receipt (as required by the transport legislation).

If the equipment is damaged, the tenant must also inform Cadden immediately. If no complaint is registered within 48 hours, Cadden will assume that the equipment is fully functional.

## 12. Check after rental

The tenant must know how the equipment works and how to use it. It will therefore be responsible for any misuse and mishandling of the equipment.

Once Cadden receives the equipment, it will be examined within one (01) week. The tenant agrees to keep the equipment in its best condition. For example, it is prohibited to mark the device, manuals and accessories. Any defect, irregularity or wear exaggerated, found during this return check will be billed to the tenant. If some accessories are missing the tenant will be charged for it.

The equipment must be left clean. Otherwise, Cadden will charges 100 € / hour for refurbishment the device.

In case of loss or theft of the device or accessories, the tenant must inform Cadden immediately.

The refund amount for the stolen or lost equipment will be calculated based on its sales value.

## 13. Dispute, courts

In case of dispute, the court of Nantes (FRANCE) is recognized competent. In case of uncontrollable event like strike, natural disasters, war... Cadden cannot be responsible of delays, or loss of enjoyment.

## 14. Supplier warranty

The owner agrees to provide the device in good working condition. All the devices are checked before delivery to the tenant.

Any event out of control of the renter, do not engage his responsibility, like climate, technical and operational characteristics depending on the mechanical and/or radio environment.

All or part of the cost incurred by the tenant in the rental frame cannot be claimed. Even in the case of failure or malfunction of the rental equipment.

## 15. Property

The device remains the unseizable property of Cadden. The equipment cannot leave the metropolitan territory without his written permission. In this case, a deposit equivalent to the price of the equipment will be required.

**Date:**

**Name and company stamp:**

**Signing with mention « read and approved without reservation »**

# APPENDIX

## COUNTRY OF USE CERTIFICATE

I, the undersigned (name and title of signatory) .....,  
Certify that the equipment rented from Cadden company, subject to an export license, will be  
used in the following countries:

.....  
.....

I agree to restrict the use of the rental equipment to those countries and not to use them in  
the prohibited countries and thus to respect the international law on the use of equipment  
subject to export license.

**Reference/number of the rental agreement:**

**Date, stamp and signature :**