



## Rentals Gas Detection

Respo Products provides more than just the highest quality gas detection instruments and accessories. We also offer rental and convenient maintenance and repair solutions. Our ongoing commitment to customers is to provide them reliable gas detection equipment that is consistently prepared to keep workers safer in potentially hazardous environments.



## GAS DETECTION RENTAL SOLUTIONS

Any Situation, Any Place...Respo's rental program has the right gas detector for your job. Instruments can be rented for the following Applications.

- Contractor Work
- Repair and Maintenance
- Emergencies
- Tests and Experiments
- Special Projects
- Turnarounds
- Confined Space Monitoring
- Leak Detection
- Indoor Air Quality
- Exploration

The program offers both weekly and monthly rental rates. Whatever your Gas Detection needs may occur, there are many advantages in renting from RESPO.

- \* Flexibility
- \* Variety
- \* Service Centre Calibrated
- \* Responsive Service
- \* No Maintenance

# TERMS & CONDITIONS

**THE PARTIES:** RESPO PRODUCTS/RSSPL will be referred to below as - "Company" Customer/The Party renting equipment will be referred to as "Lessee".

**RENTAL PERIOD:** The Rental Period starts the day Lessee receives the equipment and ends the day Company receives the equipment back to their premises. The minimum rental period is one week (seven consecutive calendar days). Either Party may terminate this Agreement by providing written notice to the other Party. The term breaks down as follows:

1. If the equipment is returned prior to 30 days, Company will invoice based on the amount of time the equipment was out on rent as follows:
  - I. 1-7 days = 1 week rental
  - II. 8-14 days = 2 weeks rental
  - III. 15-21 days = 3 weeks rental
  - IV. 22-31 days = 4 Weeks rental.
2. If the rental equipment is not returned at Day # 30/31:
  - a. Company will invoice for 1 month rental and start the rental clock again for the next cycle. If the equipment has not been returned at the end of the 2<sup>nd</sup> month,
  - b. Company will invoice that 2<sup>nd</sup> month rental and start the rental clock again for the next cycle. This process repeats until the equipment is returned.

**SHIPPING METHODS AND COSTS:** Company shall pay delivery shipping costs & Lessee will pay return shipping cost. If Lessee decides to increase or decrease the amount of equipment rented under this Agreement, only the rental costs are impacted and all terms of this Agreement will continue to apply to the revised amount of rental equipment in Lessee's possession.

**SECURITY DEPOSIT:** Lessee has to submit the security deposit equivalent to the current price of the instrument (to be decided/declared by the company) required on rental basis. The SD can be submitted either in the form of demand draft or in the form of performance bank guarantee in favour of company along with the firm WO/Agreement of rental. The PBG shall be issued strictly in the format offered by company. No Modification/insertion of any clause will be allowed in the subjected PBG format. The PBG should be issued by any nationalised bank/scheduled bank registered with-in India. The PBG should be valid for the period of rental + 3 months for claim period.

**FINANCIAL RESPONSIBILITY:** Lessee assumes complete financial responsibility for the loss of the equipment and will pay for all repairs due to misuse, abuse, or accidental damage. Repairs for normal wear and tear and general maintenance will be provided by Company at no charge. Only Company may service Company's equipment and rental equipment is regularly serviced prior to rental. Lessee will notify Company immediately if a service problem develops in the field. In most cases, a replacement instrument will be issued to eliminate instrument down time. In case of any loss/any claim against any damage/compromise the quality of the product due to any mishandling/improper use of the product, company will recover the cost from the lessee. The company shall ascertain the amount of loss which shall be binding the lessee. The amount of loss either will be payable by Lessee to Company or company has the right to recover/deduct/adjust the same from the security deposited submitted with the company.

**DISCLAIMER:** Company will not be liable for any SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, OR FOR LOSSES OR DAMAGES CAUSED BY THE EQUIPMENT. The equipment is warranted to conform to Company's standard specifications. Company does not warrant that the equipment will meet Lessee's requirements, or that the equipment will be error free. Company's sole obligation under this warranty is limited to correction of equipment defects. Lessee acknowledges that it alone has determined the intended purpose and suitability of the rented equipment. THE LIMITED WARRANTY SET FORTH IN THIS SECTION AND THE OBLIGATIONS AND LIABILITIES HEREUNDER ARE IN LIEU OF, AND LESSEE WAIVES, ALL IMPLIED GUARANTEES AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IT IS IN LIEU OF ANY LIABILITY OF COMPANY UNDER ANY PROVISIONS OF THIS AGREEMENT AND ANY PROVISIONS OF ANY APPLICABLE LAW. Repair or servicing by an unauthorised repair facility will invalidate this limited warranty.

**CALIBRATION:** There are no charges for standard pre-calibration or post-calibration of the instruments as long as no other service is required. Calibration to nonstandard gases is usually available for an additional fee.

**SUBLEASING:** No subleasing or sub renting is allowed without the written permission of the company.

**LOSS OF USE:** Should a rental instrument fail during the rental period for any reason, Lessee agrees to immediately contact Company for instructions or diagnostic aid. Replacement instruments are typically available. Company shall not be responsible for incidental or consequential losses resulting from instrument down time.

**LESSEE'S RESPONSIBILITIES:** Lessee shall: (a) use the rented equipment in accordance with instructions provided by Company; (b) if it becomes necessary for Company to deliver to Lessee replacement equipment for rented equipment then in Lessee's possession, promptly return the replaced rented equipment then in its possession to Company in prepaid shipping packages packed in a commercially reasonable manner pursuant to Company instructions. In addition, if Lessee does not return such replaced rented equipment within seven (7) days after receipt of the replacement equipment and prepaid shipping materials, Lessee shall purchase such replaced equipment from Company for an amount equal to the current retail price charged by Company for the equipment; (c) only permit its employees with in the specified location/plant, and no other parties, to use the rented equipment; (d) replace any lost, stolen or otherwise missing rented equipment at an agreed upon pricing schedule at time of replacement; (e) refrain from creating or attempting to create, or permitting others to create or attempt to create, by reverse engineering or otherwise any rented equipment supplied by Company; and (f) perform a functional "bump" test on each gas detection instrument prior to each day's usage, which is a brief exposure of the instrument's sensor to a known concentration of gas(es) for the purpose of verifying sensor and alarm operation and is not intended to be a measure of the accuracy of the equipment. If equipment fails to operate properly following any functional "bump" test, a full instrument calibration should be performed.

**RIGHTS ON TERMINATION:** Following termination or expiration of this Agreement, Company shall have no further responsibilities to Lessee. If, following termination, Lessee has outstanding obligations to pay Company for the rented equipment, those outstanding obligations will survive termination and Lessee will continue to be liable to Company for all outstanding payments due. Notwithstanding anything to the contrary set forth herein, no termination or expiration of this Agreement shall relieve any Party from any obligations that are outstanding on, or relate to matters or claims occurring or arising prior to, the date of such termination or expiration or which survive termination or expiration by their own terms.

**MISCELLANEOUS:** Title to equipment delivered under this Agreement remains vested with Company at all times. Lessee agrees to pay all taxes relating to this Agreement and the rented equipment. This Agreement may be amended only by a writing signed by the Parties. This Agreement shall be construed according to Indian Laws without regard to its principles of conflicts of laws. No Party is liable for failure to perform its obligations under this Agreement (other than accrued obligations to make payments of money) if its performance has been delayed, interfered with or prevented by an event of Force Majeure, which means any circumstances that are not within the reasonable control of the Party affected thereby. A Party declaring Force Majeure will give prompt notice to the other Party and take reasonable actions to remove the event of Force Majeure or mitigate its effect. This Agreement contains the entire agreement of the Parties and supersedes all prior agreements, and all contemporaneous oral agreements, relating to such transactions.

## RENTAL RATES/ day

### SINGLE GAS DETECTOR

Toxic - Standard (disposable)  
Toxic - Exotic Gases  
Toxic - CO<sub>2</sub>  
LEL  
PID

### MULTI GAS DETECTOR

Standard 4 Gas (With Pump)  
Standard 5 Gas+ (With Pump)  
Standard 2 Gas (Without Pump)  
Standard 4 Gas (Without Pump)

### PHOTO IONIZATION DETECTOR

Environmental Monitoring (ppm)  
Environmental Monitoring (ppb)  
Benzene Monitoring\*

### GAS DETECTOR TUBE SYSTEM

Gas Sampling Pump\*

### LEAK MONITORING

Standard (ppm/LEL/v/v)

### AREA MONITORS

Standard 4 Gas  
Standard 4 Gas + PID

### FIXED GAS DETECTION SYSTEM-

Toxic - Standard  
Toxic - Exotic Gases  
Toxic - CO<sub>2</sub>  
Flammable - IR/CAT  
PID  
Controller (1-2 Channel)  
Controller (4-8 Channel)  
Controller (16 Channel)

\* Chemical Tubes (Pack of 10)

~ Installation and Commissioning Extra

*The above prices do not include any optional accessories and Filters.*

*Taxes Extra as applicable.*

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