



Mettler Electronics Corp.

Agreement For the Bailment of Equipment

Customer Information

Customer Name (Bailee)		BAILMENT (Commencement Date):	BAILMENT (Termination Date):
Department/Division:		Responsible Party:	
Street Address:		Installation Site Address:	
City	State	Zip	Use and Purpose:
Customer Contact/Title:		Telephone:	Fax:

Equipment Information

ITEM	QUANTITY	MODEL No. AND DESCRIPTION

Please Note: In addition to shipping and handling charges, you will be charged a \$50 fee per unit for retesting and recalibration. To avoid additional charges, please ensure that all accessories that shipped with the unit are included in the box when it is returned to Mettler Electronics.

OFFER AND ACCEPTANCE

This Agreement is subject to the terms and conditions stated above and on the reverse side hereof.

Customer:			
BY	DATE	BY	DATE
TITLE		TITLE	

1333 South Claudina Street ♦ Anaheim, California 92805 USA ♦ (800) 854-9305 ♦ (714) 533-2221 ♦ FAX (714) 635-7539

Mettler Electronics Corp. – White

Customer – Yellow

Salesman – Pink

Terms and Conditions

1. DELIVERY. Delivery of the Equipment shall occur F.O.B. Bailor's place of business.
2. SHIPMENT AND INSTALLATION. The Equipment at Bailee's expense shall be shipped to and installed by Bailee at this location specified herein.
3. ADDITIONAL FEES: A \$50 fee will be charged per unit to cover the cost of retesting and recalibration.
4. WARRANTY. THE EQUIPMENT IS ACCEPTED BY BAILEE AS IS WITHOUT ANY WARRANTY BY BAILOR, WHETHER EXPRESS, IMPLIED OR STATUTOR, INCLUDING WITHOUT LIMITATION MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.
5. USE. Bailor shall permit Bailee to use the Equipment during the term of the Agreement only for such use and purpose specified herein.
6. RISK OF LOSS AND DAMAGE. Bailor shall assume all risk of loss and damage of the Equipment during the term of the Agreement.
7. TERM OF BAILMENT. The term of this Agreement shall be for the period from the commencement date to the termination date as specified herein; provided, however, that the term of this Agreement may be terminated at any time by either the Bailor or Bailee upon forty-eight (48) hours prior written notice to the other. Bailor shall invoice Bailee and Bailee shall pay Bailor for the Equipment in the event that the Equipment has not been returned to Bailor within five (5) days of the termination of this Agreement.
8. SAFEKEEPING AND MAINTENANCE. Bailee shall exercise due care for the safekeeping and maintenance of the Equipment so that the Equipment shall not be injured in any manner during the term of this Agreement.
9. LOCATION OF EQUIPMENT. The Equipment shall be located at the site specified hereat and shall not be removed from said location without Bailor's written consent. Bailee shall not transfer, sell or assign any interest in the Equipment and any attempt to do so shall be void.
10. REDELIVERY OF EQUIPMENT. Immediately upon termination of this Agreement, Bailee shall return at Bailee's expense the Equipment to Bailor at the place of business specified herein, in the same condition as the Equipment was received, normal wear and tear excepted, and Bailee shall assume all risk of loss and damage to the Equipment until the Equipment is so returned.
11. TITLE. Title to the equipment is and shall at all times remain in Bailor. The Equipment shall not be transferred or delivered to any person other than Bailor without Bailor's prior written consent. Neither this Agreement nor the bailment created hereby shall be assigned by Bailee in any manner and any such assignment shall be void. Bailee agrees to execute any and all documents which Bailor deems necessary to protect Bailor's ownership and title to the Equipment.
12. DEFAULT. Should Bailee fail to perform any of Bailee's obligation under this Agreement, or should Bailee commit any act of Bankruptcy or become the subject of any proceeding under any bankruptcy act while this Agreement is in effect, Bailee shall be in default under this Agreement. Upon the occurrence of any default by Bailee under this Agreement and at anytime thereafter, Bailor may in Bailor's discretion do any one or more of the following: (i) terminate this Agreement upon notice to Bailee; (ii) take possession of any or all items of Equipment without demand or notice, wherever the same may be located, without any court order or other process of law, and without liability to Bailor or its agents for entry or for damage to property; and (iii) pursue any other remedy at law or in equity.
13. NOTICES. Notices shall be sent to Bailor at its address set forth herein and to Bailee at its address set forth herein.
14. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the parties in respect of the subject matter hereof, and no representations, warranties or promises have been made that are not fully set forth herein. The parties understand and agree that no modification of this Agreement shall be binding unless such modification is in writing and executed by both parties.
15. PROPRIETARY INFORMATION. Bailee agrees not to disclose to any other person, corporation, or other entity unless authorized in writing by Bailor any proprietary information or technology disclosed to Bailee by Bailor under this Agreement or during the term of this Agreement.
16. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the parties agree to submit to the jurisdiction of the appropriate Federal Court in California.