



Radio Test Kit Usage Agreement

815 W 1800 N · Logan, UT 84321 · Phone: (435) 227-9000

Step 1 Completed by the USER (please print clearly)

U S E R I N F O	Company:										
	Contact:										
	Title:										
	Phone:										
	Email:										
	Shipping Address:										
	CSI Quote# ¹ :										
	Expected Usage:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Usage Period²</th> <th style="text-align: left;">Usage Fee³</th> </tr> <tr> <td><input type="checkbox"/> 1 week (5 business days)</td> <td>\$600</td> </tr> <tr> <td><input type="checkbox"/> 2 weeks (10 business days)</td> <td>\$1,200</td> </tr> <tr> <td><input type="checkbox"/> 3 weeks (15 business days)</td> <td>\$1,800</td> </tr> </table>	Usage Period ²	Usage Fee ³	<input type="checkbox"/> 1 week (5 business days)	\$600	<input type="checkbox"/> 2 weeks (10 business days)	\$1,200	<input type="checkbox"/> 3 weeks (15 business days)	\$1,800	
	Usage Period ²	Usage Fee ³									
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Signature ⁴ :		Date:									
<p>¹If you do not have a quote number, please contact an Application Engineer (AE) at (435) 227-9100.</p> <p>²The Usage Period refers to the time the USER has access to the Radio Test Kit (Equipment). The Usage Period starts on the first business day after delivery or attempted delivery of the Equipment. To avoid late fees, the Equipment needs to be in the possession of the return carrier by close of the business day on the last day of the Usage Period. For example with a 1 week Usage Period, if the Equipment is delivered on a Tuesday, the Usage Period would start Wednesday and would need to be delivered to the return carrier by the end of the business day on the following Tuesday.</p> <p>³The Usage Fee is based on the Usage Period. The Usage Fee shown typically includes shipping to and from the USER (unless indicated otherwise in step 3 below). The Usage Fee does not include taxes, or any fees resulting from late or damaged Equipment. See Terms and Conditions attached hereto (Terms and Conditions).</p> <p>⁴The Terms and Conditions are incorporated into and made part of this Agreement by this reference. By signing above, USER acknowledges receipt of the Terms and Conditions, and represents that the USER understands and agrees to the Terms and Conditions.</p>											

Step 2 Submit this Radio Test Kit Usage Agreement to Campbell Scientific

- After completing Step 1, submit an electronic copy of this form to: **RadioTest@CampbellSci.com**
- If you are working with an AE, copy the AE on the email

Step 3 To be completed by Campbell Scientific

<ul style="list-style-type: none"> - Campbell Scientific will contact USER regarding Equipment availability⁵ and scheduling, and to obtain a credit card security deposit - An updated copy of this form can be emailed to the USER upon USER request 								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Expected arrival date at USER shipping address:</td> <td rowspan="6" style="vertical-align: top;">Notes/Additional Provisions:</td> </tr> <tr> <td>Usage Fee:</td> </tr> <tr> <td>Shipping:</td> </tr> <tr> <td>Tax:</td> </tr> <tr> <td>Additional Fees⁶:</td> </tr> <tr> <td>Expected Total⁷:</td> </tr> </table>	Expected arrival date at USER shipping address:	Notes/Additional Provisions:	Usage Fee:	Shipping:	Tax:	Additional Fees ⁶ :	Expected Total ⁷ :	
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Usage Fee:								
Shipping:								
Tax:								
Additional Fees ⁶ :								
Expected Total ⁷ :								
<p>⁵USER acknowledges the Equipment is of limited availability and can only be provided to USER if and as the Equipment is or becomes available. Campbell Scientific does not warrant or agree to provide the Equipment on any certain day.</p> <p>⁶Late fees and Damage fees and other sums due under the Terms and Conditions are evaluated when Equipment is returned and will be charged as per the Terms and Conditions.</p> <p>⁷The Expected Total is subject to change for Late fees or Damage fees or other sums due under the Terms and Conditions.</p>								

Terms and Conditions

- 1 **SECURITY DEPOSIT:** A security deposit of \$1,000 is required prior to shipping the Radio Test Kit (Equipment). A Campbell Scientific, Inc. (CSI) representative will contact the USER to secure the Security Deposit with a credit card. The Security Deposit is security that USER will comply with the terms of this Agreement, and will return the Equipment timely and without damage. Upon return of the Equipment, CSI will refund the Security Deposit less any amounts applied to any fees or damage to the Equipment. Collection, retention or application of the Security Deposit to fees or damage to the Equipment shall not constitute a waiver of (and CSI shall maintain) other remedies available to CSI at law or in equity. Following the expiration of the Usage Period or return and inspection of the Equipment, as determined by CSI, CSI will bill the credit card provided by USER for Payment of Security Deposit for the amount of the Usage Fee, and USER authorizes such charge to be made. CSI accepts the following credit cards: American Express, Corporate Purchasing Cards, VISA, Discover Card, and MasterCard.
- 2 **SHIPPING DETAILS:** Transit time to and from the USER are not considered part of the usage time. CSI makes every effort to ship the Equipment so that it should arrive on the expected arrival date. Usage Period begins the first business day after delivery (or attempted delivery). To avoid late fees, the Equipment has to be in possession of the return carrier by close of the business day on the last day of the Usage Period. The USER is responsible for coordinating the return shipment with the designated return carrier using the supplied prepaid return label. If the included prepaid return shipping label is lost or not used, the shipping costs and all shipping risks are assumed by the USER and applicable late fees will begin 3 days after the end of the Usage Period. If USER retains the Equipment after the expiration of the Usage Period, additional late fees shall be applied as outlined in paragraph 3 below. The USER shall inform CSI in writing prior to the Equipment being sent to the USER if there are any special shipping considerations or restrictions.
- 3 **LATE FEE DETAILS:** Unless the parties agree otherwise in a signed writing before a late fee accrues, a late fee shall be applied if the USER fails to return the Equipment as outlined in paragraph 2. Late fees are not prorated (e.g. Equipment returned 3 days late would be assessed with a 1-5 days late fee). Late fees charged are in addition to the original Usage Fee and are applied at the following rates:
 - 1-5 days late = Original Usage Fee + \$1,000
 - 6-10 days late = Original Usage Fee + \$3,000
 - 11-15 days late = Original Usage Fee + \$6,000
 - 16-20 days late = Original Usage Fee + \$10,000
 - 21+ days late = Full Replacement Cost, \$17,825
- 4 **BUSINESS DAYS:** Usage Period and late fees are based on business days. A business day is defined as a day other than (a) Saturday or Sunday or (b) a day on which the New York Stock Exchange or NASDAQ Stock Market is closed for trading.
- 5 **MINIMUM USAGE PERIOD:** The minimum Usage Period is a one week period (5 business days of use, not including transit as outlined in paragraph 2). The Equipment may be returned early. Non-business days and time in transit are not considered part of the Usage Period.
- 6 **EQUIPMENT USE:** USER acknowledges that they are familiar with the operation of the Equipment or will review the manual (included with the Equipment) regarding the operation of the Equipment. The USER shall use the Equipment in a careful and proper manner and shall comply with all laws, ordinances and regulations relating to the operation of the Equipment. The Equipment is intended for testing and analysis of the RF451 and RF407 radios only and should not be used for any other purpose. The Equipment is restricted to use by the USER only and cannot be leased, loaned or used by a third party.
- 7 **WORKING EQUIPMENT:** CSI shall use reasonable care to see that the Equipment is in proper working condition before delivery to USER. If the Equipment arrives in damaged condition, the USER shall note such damage on the bill-of-lading or any other receipt requested by the transporter and shall immediately notify CSI in writing. The acceptance by USER of the Equipment shall constitute an acknowledgement that the Equipment has been received undamaged, in good repair, and in operating condition, except to the extent noted by USER on the bill-of-lading or other delivery receipt.
- 8 **INOPERABLE Equipment:** In the event the Equipment becomes inoperable for reasons other than accident, improper use or failure of USER to comply with its obligation hereunder, no usage shall be charged for the period of time between actual notice to CSI of the inoperable condition of the Equipment and the time when it is returned to CSI. CSI shall not be obligated to furnish substitute Equipment nor shall it be liable for down time, acts of God, misuse, accident, or special or consequential damages of any whatsoever. USER shall not remove or alter the control panel or labeling on the Equipment. USER shall not access, modify, erase or download the program used to operate the Equipment. All risk, loss, or damage to the Equipment shall be born by the USER.
- 9 **EQUIPMENT RESPONSIBILITY:** USER is responsible for the care and safe keeping of the Equipment and assumes the risk of loss from the time it is received to when it is given to the return carrier to be returned to CSI (when using provided return shipping labels). If the USER chooses to not use the CSI provided return shipping label, the USER is responsible for the Equipment during return transit to CSI. USER agrees to care for and properly use the Equipment. USER agrees to notify CSI immediately in writing regarding any damage to the Equipment. USER agrees to not modify, adjust or repair the Equipment without written authorization from CSI. USER further agrees to pay for all damage to the Equipment resulting from causes from other than normal wear and tear. USER authorizes CSI to charge the repair costs up to the cost of replacement as outlined in paragraph 10 below. Damage fees will be charged to the credit card used to hold the security deposit. Batteries and Radio Test Survey sheets are considered disposable items and are replaced with each use, the USER will NOT be charged for returning the Equipment with discharged batteries or if the USER keeps the Radio Test Survey sheets (field notes).
- 10 **DAMAGED/LOST Equipment:** Damaged or replacement costs are charged at the following schedule:

-Test Radio Box (\$8,000)	-0 Db Omni Antenna (\$25/each)	-Antenna Cable (\$100/each)
-Base Radio Box (\$8,000)	-3 Db Omni Antenna (\$300/each)	-Tripod (\$200/each)
-Manual (\$50)	-6 Db Yagi Antenna (\$300/each)	-Clip Board (\$25)
-Shipping Case (\$500)		
- 11 **GEOGRAPHIC LIMITATIONS:** USER agrees to maintain and operate the Equipment within the geographic region of the United States of America (USA). The use and operation of specific radio frequencies is regulated and varies by country. USER understands and agrees that the operation of the Equipment is restricted to within the USA only.
- 12 **DISCLAIMER:** USER ASSUMES ALL RISK AND LIABILITY FOR AND AGREES TO INDEMNIFY, SAVE, AND HOLD CSI HARMLESS FROM ALL CLAIMS, LIENS, ALL LOSSES OR DAMAGE TO THE EQUIPMENT AND ALL LOSS, DAMAGE, CLAIMS, PENALTIES, LIABILITY AND EXPENSES INCLUDING ATTORNEY FEES HOWSOEVER ARISING OR INCURRED BECAUSE OF THE EQUIPMENT, STORAGE, USE OR OPERATION THEREOF.
- 13 **CONTRACT LIMITATIONS:** This is a Contract of Usage only and nothing herein conveys to USER any right, title, or interest in, or to any of the Equipment, except as a USER.
- 14 **CHOICE OF LAW/VENUE:** The parties' commercial relationship and/or contract and the Terms and Conditions shall be construed in accordance with the laws of the State of Utah, USA without giving effect to the principles of conflicts of law. CSI and USER hereby submit to the exclusive jurisdiction of any appropriate Court of the State of Utah, USA, to resolve any disputes or controversies which may arise under the parties' commercial relationship and/or contract and the General Terms and Conditions.
- 15 **PAYMENT TERMS:** Usage Fees, late fees, and damage fees are payable on demand. USER will be charged a finance fee of 1.5% per month of any amount past due until paid. USER shall be responsible for all collection costs, attorney fees, and other reasonable costs incurred by CSI in pursuing collection of any past due amounts, including those incurred by CSI in initiating a collection lawsuit, which amounts shall be added to the balance due by USER and paid by USER. In the event USER's account balance is delinquent, CSI may, in addition to CSI's other remedies at law and remedies provided herein, put the USER's account on hold, and the USER will not be able to make additional purchases on the account until the USER's balance, including any interest and fees, is paid in full. Upon termination of this Agreement, USER shall immediately return Equipment to CSI. If USER fails to do so, CSI has right to enter premises and repossess the Equipment.
- 16 **PRIORITY OF TERMS:** This writing contains the entire agreement between the parties hereto, and any representation or agreement not contained herein shall be of no force or effect whatsoever. CSI has the right to change these Terms and Conditions. In the case of a conflict between these Terms and Conditions and the terms and conditions of any applicable quotation, order acknowledgment, invoice, price list, or product manual, then, as to the conflicting terms only, these Terms and Conditions of the Radio Test Kit Agreement shall govern.