

IkeGPS RENTAL TERMS AND CONDITIONS

Subject to the terms of any other applicable written agreement between the Customer ("**Renter**") and ikeGPS Inc., Rental sales are governed by these terms and conditions of sale ("**Terms**"). Every order the Renter places with us is conditioned upon and confirms your acceptance of these Terms. Any contrary terms or conditions appearing on the Renters orders or associated purchase documentation will be of no effect. No waiver, modification, or addition to these Terms, or any assignment of the Renters rights or obligations under them is valid or binding on ikeGPS unless in writing and signed by our authorized representative. These Terms and the other applicable agreements the Renter enter into with ikeGPS constitute the entire agreement between the Renter and ikeGPS. Each accepted order will be interpreted as a single set of Terms, independent of other orders.

DEFINITIONS

"**Rental**" consideration paid by a Renter to ikeGPS in exchange for the exclusive use of the Rental Equipment specified in the quote from ikeGPS and the Renter.

"**Rental period**" means the period of time the Equipment is rented, as agreed (whether orally or in writing) between ikeGPS Inc and the Renter, or where the Renter retains Equipment for a longer period than agreed by ikeGPS Inc, the period commencing from when the Renter takes possession of the Equipment until such time as the Renter returns the Equipment to ikeGPS Inc, being the period of time for which the Customer will be liable for Rent in respect of the Equipment.

"**The month**" is defined as 30 calendar days. Rental begins the day equipment is received by client and ends 30 days following. Two transit days are allowed at the end of rental. No rental charges incur while equipment is in transit. Additional time beyond the 30 calendar days are to be billed at an increased monthly rate pro rata per day for the first 4 days and then for the whole month thereafter.

GENERAL

1. DELIVERY OF EQUIPMENT

- 1.1 All freight costs incurred by ikeGPS shall be invoiced to Renter. Renter shall advise of specific destination. If Renter has an account with preferred delivery service, ikeGPS will ship on Renter's account. ikeGPS shall not be responsible for shipping delays. All equipment is shipped via courier.
- 1.2 The Renter will pay related insurance charges (to cover complete cost of equipment) and is responsible for any international and local taxes, tariffs or customs charges that may be due upon shipping to the Renter's Shipping Address.

2. USE OF EQUIPMENT

- 2.1 Renter shall notify ikeGPS of equipment damage or failure within 24 hours of damage to equipment. ikeGPS shall, in a timely manner, repair or provide replacement equipment as required.
- 2.2 Renter is responsible for all taxes incurred during equipment rental period. Sales tax is invoiced on all equipment rentals at the rate set for each county, city and or state in which the equipment is being utilized. If proof of sales tax exemption for resale or sub-leasing is provided to ikeGPS prior to invoicing, ikeGPS will not invoice sales tax to the Renter.
- 2.3 If equipment is to travel outside of the country, Renter shall be responsible for all customs duties, freight, taxes and other related charges. ikeGPS shall not be held responsible for delays or loss of production due to customs.

3. RETURN OF EQUIPMENT:

- 3.1 The Renter agrees to return the equipment in its entirety in good working condition excluding normal wear and tear no later than 2 days after the 'Rental Period End'. Any missing or damaged item will

be subject to full replacement costs being charged to the Renter. Upon satisfactory return of equipment (and payment of any due replacement/repair costs) the lease will be deemed to be concluded.

- 3.2 Renter hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of Renter under this rental which shall continue in full force and effect through the term of the Rental. In the event of loss or damage of any kind whatever to the Equipment, Renter shall, at ikeGPS' option:
- Place the same in good repair, condition and working order; or
 - Pay to ikeGPS the replacement cost of the Equipment which is MSRP minus 50% of rental fees .
- 3.3 Upon return of the Equipment, due to cancellation or termination of Rental, if ikeGPS determines that damage has occurred, ikeGPS shall be responsible for the repair, and ikeGPS will charge the Renter's credit card for the cost of repair or replace the Equipment. ikeGPS will so notify the Renter in writing 15 calendar days from the return of the Equipment of the cost of the repair or replacement to put the Equipment in proper operating condition.
- 3.4 The Renter should save and retain any required data from the equipment before returning it to ikeGPS. Upon return of the equipment ikeGPS undertakes to delete all data and perform a factory reset of the ikeGPS unit.
- 3.5 When returning equipment, the Renter is responsible for full cost of the return shipping (freight, duties, customs charges, tariffs and insurance charges (to cover complete cost of equipment) to ikeGPS. All equipment is to be returned to ikeGPS.
- 3.6 **If the Renter fails to return the equipment (detailed as the Product Name listed in Renters signed quote) within 7 days of the Rental Period End', it shall be deemed that the Renter has agreed to purchase the detailed equipment at current list prices and in accord with ikeGPS's normal terms of business or in accord with pricing presented in the notes section of Renters signed quote. Where the equipment has been deemed to be purchased, warranty documentation and entitlement will be issued and forwarded to the Renter.**

4. PAYMENT:

- 4.1 The Renter agrees to provide valid current credit card details to be used as security over the period of the rental. Credit card information will be taken at time order is placed for the purpose of deposit and/or payment. ikeGPS agrees not to charge the Renter's credit card without prior authority from the Renter, except in the instance that the Renter has failed to return the equipment pursuant to 3.6 or if the terms are not met as stated.
- 4.2 All business is transacted strictly in accordance with our terms and conditions. Terms of credit require payment in advance unless otherwise agreed; all invoices must be paid according to terms. prices do not reflect the cost of shipping or the cost of any local, city, state or federal tax.

5. WARRANTY:

- 5.1 The terms, conditions and limitations contained in the ikeGPS Warranty and Support Certificate and the ikeGPS Terms of Service as presented at www.ikegps.com shall apply to all Rentals.

6. OTHER CONDITIONS

- 6.1 ikeGPS reserves the right to change rental prices at any time without prior notice.
- 6.2 This Agreement shall be construed and enforced according to the laws of the State of Colorado.