

Renting from Thermo Fisher Scientific

Renting from Thermo Fisher Scientific New Zealand Limited (Thermo Fisher Scientific) is subject to the following:

1. Rental Period

Rental charge period commences on the date shown on the Rental Order Confirmation report. The rental charge period continues until the end of the day before the equipment is received by Thermo Fisher Scientific, if returned before 12pm. For locations with no overnight courier service, up to one free return travel day is available, if pre-arranged with Thermo Fisher Scientific. No charge for weekend use, unless specified. Minimum rental period is one day. Extending the rental period is permitted only with prior approval from Thermo Fisher Scientific. Equipment rented for a period of more than one month will be invoiced on a monthly basis. Extending the rental period is permitted with prior written approval from Thermo Fisher Scientific with 24 hours notice prior to the end of the original rental period. Any goods not returned to Thermo Fisher Scientific within the agreed rental period or the agreed/approved extended rental period, will be charged at the standard rates until the goods have been returned, regardless of the goods being used or not.

2. Freight Charges

Delivery to the Renter: Unless otherwise notified, Thermo Fisher Scientific will use its own freight service. The Renter will be invoiced for the freight/handling costs incurred. Rental charges associated with transit times are at the discretion of Thermo Fisher Scientific.

Returning Equipment to Thermo Fisher Scientific: Organising the delivery and associated charges of return freight is the responsibility of the Renter, unless prior arrangement is made with Thermo Fisher Scientific. This does not remove the obligation under Item 4.

3. Instrument Calibration

Calibration and/or accuracy checks are performed on instruments and applicable calibration reports included, prior to shipment from Thermo Fisher Scientific. However it is the responsibility of the Renter to ensure proper calibration before and during use. In no event will Thermo Fisher Scientific be held responsible for the validity of instrument readings.

4. Damage or Loss

Damage or loss to equipment during possession or during freight from the Renter to Thermo Fisher Scientific is the responsibility of the Renter. The Renter assumes all financial liability for loss and damage of equipment due to misuse, abuse or accident. Thermo Fisher Scientific is not responsible for any loss of data as collected on Thermo Fisher Scientific rental equipment. Transit insurance charges to cover the value of equipment replacement can be included if desired by the Renter.

The Renter must notify Thermo Fisher Scientific immediately if any equipment is lost or damaged or if any problem develops with the rented equipment. Please also refer to the Thermo Fisher Scientific standard Terms and Conditions of Business on www.thermofisher.co.nz website.

5. Contact ability & Changes

Thermo Fisher Scientific may sometimes need to contact the Renter when previously agreed shipping dates cannot be met. The Renter should ensure that they or an appointed person is contactable by telephone or by other means on the day of shipping. At least 24hrs notice is required prior to the start of the rental agreement for cancellations/changes to delivery sites/date changes/etc. Late changes and cancellations may result in all of the subsequent freight and handling charges being imposed.

6. Repairs & Decontamination

All equipment is examined, checked and cleaned by Thermo Fisher Scientific prior to shipment to ensure effective performance. Failure to look after, properly decontaminate and clean equipment may incur an additional cleaning charge. The charge will be based on the time it takes Thermo Fisher Scientific to clean the equipment at \$30+GST per 1/3 hour with a minimum charge of \$30+GST. Repair of the equipment will be charged at \$100+GST with one hour minimum labour charge plus parts in the event of repairs. Repairs due to general wear and regular maintenance will be conducted by Thermo Fisher Scientific at no cost. All care must be taken to follow equipment maintenance guidelines as provided by Thermo Fisher Scientific.

7. Replacement of Malfunctioning Equipment

If an item of rented equipment malfunctions during use, please phone Thermo Fisher Scientific immediately. If the problem cannot be rectified easily, Thermo Fisher Scientific will ship a replacement item (if one is available). Urgent deliveries of replacement items will be at Renter's expense. The Renter must return the malfunctioning equipment to Thermo Fisher Scientific on Thermo Fisher Scientific's approved courier.

8. Liability

Thermo Fisher Scientific is not liable for any loss or damage of any kind whatsoever and howsoever arising (including but not limited to loss arising by reason of delay, non-delivery, defective materials or workmanship) out of or in connection with the supply of goods or services, including (without limitation) any indirect or consequential loss (including without limitation loss of profit, loss of revenue, loss of contract, loss of use of goods, loss on resale, loss of goodwill or increased cost of workings), even if due to the negligence of the Seller or any of its employees or agents.

9. Standard Terms and Conditions of Business

This transaction is subject to our Terms & Conditions of Sale which are available on our website www.thermofisher.co.nz or by contacting this office.

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