



Tool Rental Agreement (the “Agreement”)

ABB Tool Service

860 Ridge Lake Blvd.
 Memphis, TN 38120
 Fax: 662-393-3929
 Phone: 800-284-8665
 toolservice@us.abb.com

Date

Loaned to Name:
 (“Customer”) **Address:**
 City:
 State:
 Zip:
 Phone:
 Fax:
 E-mail
 Start date

Ship to **Name:**
Address:
 City:
 State:
 Zip:
 Phone:
 Fax:
 E-mail
 Due date

Check if same as rented to

Rental tool information

ABB catalog no.	Quantity	Die no.	Weekly rate	Monthly rate
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- ABB agrees to rent to Customer all machinery, tools, and equipment set forth above (the “Equipment”) at the rental rates stated herein below subject to the terms and conditions of this Agreement.
- The Equipment shall be shipped to Customer F.O.B. destination to the address set forth above via FedEx Ground (Supersaver) unless Customer provides a FedEx account number with this form for faster delivery service.
- In no event shall ABB be liable under any circumstances for any loss arising from any delay in the transportation or delivery of the Equipment or its removal or the return hereof.
- The payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by ABB for the rental of the Equipment. Customer shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1½% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts.
- The Equipment is the sole and exclusive property of ABB and no changes or alterations shall be made to the Equipment except by authorized ABB personnel or by Customer upon prior written authorization of ABB. ABB shall have no responsibility or liability for any damage or injury resulting from any unauthorized modification to the Equipment.
- The rental period for the Equipment shall be for the specified period set forth above (the “Term”), and may only be extended or renewed by contacting ABB’s Tool Service above.
- Either party may terminate this Agreement with or without cause, upon not less than fifteen (15) days’ written notice to the address listed above.
- The Equipment shall be returned to ABB upon expiration or termination of this Agreement. Customer agrees to return the Equipment freight prepaid to the ABB Tool Service address above. The return shipment shall be appropriately insured and risk of loss is on Customer, until delivery and acceptance of the Equipment by ABB. Additionally, ABB will have the right, during normal business hours, to enter the premises wherein the Equipment is located and remove same if ABB so chooses. If for any reason the Equipment is not returned to ABB upon the end of Term or termination of this Agreement, then Customer agrees to pay the purchase price for the Equipment as set forth above within 30 days of such termination.
- ABB reserves the right at any time during the Term of this Agreement and for any reason, to substitute a comparable piece(s) of equipment for the Equipment listed above by delivering said comparable equipment to the location of the Equipment and Customer hereby agrees to any such substitution and agrees to fully cooperate with ABB in effecting such substitution.

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10. Customer agrees, upon the request of ABB, to execute such security agreements and documents and to perform reasonable acts, as ABB may from time to time request, to establish and maintain ABB's rights, title and interests in the Equipment.
11. Customer rents the Equipment with the understanding that the Customer will perform all necessary tests to determine the suitability for the Customer's intended application. Subject to the limitations set forth below, ABB warrants that the Equipment will be free from defects in material or workmanship during the Term (“the Limited Warranties”).
12. If ABB determines the Equipment is defective, Customer's sole and exclusive remedies for any breach of the Limited Warranties are limited to ABB's choice of repair or replacement of the Equipment, or non-conforming parts thereof. Unless otherwise agreed to in writing by ABB, Customer shall be responsible for: (i) any labor required to gain access to the Equipment so that ABB can assess the available remedies; (ii) providing ABB with working access to the Equipment, including the removal, disassembly, replacement or reinstallation of any equipment, materials or structures to the extent necessary to permit ABB to perform its warranty obligations; (iii) transportation costs to and from Customer's factory or repair facility for the Equipment; and (iv) damage to Equipment components or parts resulting in whole or in part from improper maintenance or operation.
13. The Limited Warranties are void if Customer has breached any provision of this Agreement. The Limited Warranties exclude and do not apply to any Equipment that has been subjected to misuse, neglect, accident, fire, physical damage, improper installation, unauthorized modification, or use in violation of ABB's instructions or any applicable laws, codes or ordinances.
14. EXCEPT AS OTHERWISE SET FORTH HEREIN, ABB MAKES NO OTHER WARRANTIES OR REPRESENTATIONS IN REGARD TO THE EQUIPMENT, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
15. Customer agrees to use the Equipment solely for itself and no other third party. Customer shall use the Equipment in accordance with ABB's operating instruction manual. Customer will be responsible for costs incurred by ABB to replace or repair any Equipment which is lost or damaged due to Customer's negligent or willful act or omission.
16. Customer agrees to pay all fees, legal assessments and taxes, including ad valorem, sales, use, loan or public charges which may be levied upon said Equipment while in the possession of the Customer.
17. At all times during the Term of this Agreement, Customer shall comply with all governmental laws, codes, regulations, rules and orders as may be applicable in regard to Customer's use of the Equipment.
18. Customer agrees to pay ABB for any and all losses, theft and damages to the Equipment that may occur during the Term of this Agreement, ordinary wear and tear expected, up until such Equipment has been returned into the possession of ABB and accepted by it. For the purpose of determining the valuation of said Equipment to determine the loss, damages or injury thereto, it is agreed by the Parties hereto that the value as stated above as the purchase price is a true and correct value.
19. Customer shall, at all times and at its own expense, keep all Equipment insured for such amounts and against such hazards as ABB may reasonably require until the Equipment is returned to ABB. All such policies shall be with companies, and on terms, reasonably satisfactory to ABB. The insurance shall include coverage for damage to or loss of the Equipment, and liability for personal injuries, death or property damage. ABB shall be an additional insured with a loss payable clause in favor of ABB, as its interest may appear, irrespective of any breach of warranty or other act or omission of Customer.
20. Should it become necessary that ABB employ an attorney to enforce any of the provisions of this Agreement, or to recover any sum of money due hereunder, ABB shall be entitled to recover from Customer such reasonable attorney's fees and expenses as shall be incurred in connection therewith.
21. This Agreement completely states the rights of ABB and Customer with respect to the Equipment and supersedes all prior agreements with respect thereto. No modification of this Agreement shall be binding unless such modification is in writing and signed by both Parties.
22. This Agreement may be executed and delivered in multiple counterpart copies, including by way of facsimile, electronic or emailed signatures (PDF formats included), each of which shall be deemed an original and all of which together shall constitute one and the same instrument..

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23. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE EQUIPMENT, COST OF PURCHASED OR REPLACEMENT POWER, DOWNTIME COSTS, AND DELAYS.
24. ABB’S TOTAL LIABILITY TO CUSTOMER FOR ALL CLAIMS, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR OTHERWISE FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES OF ANY KIND WHATSOEVER ARISING OUT OF, RESULTING FROM OR RELATED TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT SHALL NOT EXCEED THE PURCHASE PRICE FOR THE EQUIPMENT AS STATED ABOVE.
25. This Agreement, the relationship of the Parties under this Agreement and the transactions contemplated by this Agreement shall all be interpreted in accordance with and governed by the substantive laws of the State of New York, U.S.A. without reference to the conflicts of laws principles thereof or to the United Nations Convention on Contracts for the International Sale of Goods.

User signature and date

ABB authorization signature and date

Tool rental program	Weekly rate	Monthly rate
Self-contained hydraulic tools	\$250	\$750
TBM14 M		
TBM8-750M-1		
Remote hydraulic heads and pumps	\$250	\$750
Heads		
TBM6H		
1310 0A		
TBM15I		
TBM8-750		
Pumps		
13 600		
13810		
Battery-operated tools	\$250	\$750
TBM14 CR-LI		
TBM15CR-LI		
TBM12PCR-LI		

ABB Installation Products Inc.
 Electrification Business

tnb.abb.com
 electrification.us.abb.com

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