

This agreement is entered into between i<sup>3</sup> International Inc., and Borrower. The effective date shall be the date of execution by i<sup>3</sup> International Inc., (i<sup>3</sup>).

Now, THEREFORE, in consideration of the covenants herein contained the parties agree as follows:

i<sup>3</sup> agrees to deliver and Borrower agrees to accept the i<sup>3</sup> Equipment listed in Schedule 1, upon the terms and conditions hereinafter set forth.

**1. BORROWER agrees with i<sup>3</sup>, in respect to the Equipment so delivered, that:**

- a. BORROWER shall insure against loss of or damage to the Equipment at the stipulated Value and shall provide a certificate of insurance at the request of i<sup>3</sup>.
- b. BORROWER shall be responsible for any and all taxes pertaining to the Equipment or their use, including but not limited to property and use taxes, and shall reimburse i<sup>3</sup> were i<sup>3</sup> is required to pay such a tax.
- c. On or before the specified Return Date; BORROWER shall either (a) return the Equipment to i<sup>3</sup> in a very secure packaging to avoid any damage hence getting charged for it; where BORROWER shall be responsible for loss or any damage while in his/her possession (ordinary wear and tear expected) OR (b) purchase the Equipment by written Purchase Order subject to i<sup>3</sup>'s standard terms of sales, whereupon this Agreement shall expire.

**2. BORROWER further agrees:**

- a. That the Equipment shall remain the personal property of i<sup>3</sup> throughout the term of this Agreement. Borrower shall have no right, title, or interest therein.
- b. To not transfer, sell, assign, pledge, or otherwise dispose of, encumber or suffer a lien or encumbrance upon or against any interest in the Equipment without i<sup>3</sup>'s prior written consent.

**3. Furthermore, the parties agree that:**

- a. THE EQUIPMENT SUPPLIED HEREUNDER IS FURNISHED "AS IS." i<sup>3</sup> DISCLAIMS ALL WARRANTIES THAT MAY BE IMPLIED ON EQUIPMENT FURNISHED HEREUNDER INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS.
- b. IN NO EVENT WILL i<sup>3</sup> BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND UNDER THIS AGREEMENT. BORROWER AGREES TO DEFEND AND HOLD i<sup>3</sup> HARMLESS AGAINST ANY CLAIMS INCLUDING COURT COSTS AND LEGAL EXPENSE RELATING TO THE PRODUCTS LOANED BY i<sup>3</sup>.
- c. No information shall be deemed to be given or received in confidence by either party unless and to the extent it is covered by a separate written agreement.
- d. This Agreement shall be governed by the laws (excluding choice of law rules) of the province of Ontario, Canada.
- e. This Agreement embodies the entire understanding of the parties as it relates to the subject matter here of. This Agreement supersedes any previous agreement or understanding between the parties as to this subject matter. No amendment or modification of this Agreement shall be valid or binding upon the parties unless in writing and signed Agreement to be executed in their respective corporate names.

**Customers' Initial:** \_\_\_\_\_



**SCHEDULE 1**

**IMPORTANT! ALLOW A MINIMUM OF SIX WORKING DAYS FOR SHIPPING**

i<sup>3</sup> Sales Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**Company Information**

Company: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ state/Province: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

**Shipping Information**

Please Check if the same as company address

Company: \_\_\_\_\_ Attention of: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ state/Province: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

QTY	Item	Description	MSRP

Loan Period:  30 Days  60 Days  90 Days  120 Days

- Borrower will be responsible for all shipping costs back to i<sup>3</sup> International and in the event of loss will be liable.
- Installation and de-installation of equipment will be at the responsibility of the Borrower.

**By signing this agreement, i<sup>3</sup> International Inc., the sales Representative and the Borrower agree to ALL the stipulations listed above.**

Borrower's Name (Print): \_\_\_\_\_ Borrower's Signature: \_\_\_\_\_

Borrower's TAX ID # (US Only): \_\_\_\_\_

**OFFICE NOTES:**

Date: \_\_\_\_\_ Ship Date: \_\_\_\_\_

S/N #: \_\_\_\_\_ Expected Return Date: \_\_\_\_\_

Invocie #: \_\_\_\_\_ Tracking #: \_\_\_\_\_

i<sup>3</sup> Rep Signature: \_\_\_\_\_