



PURCHASE ORDER ATTACHMENT SS-13

LEASE/RENTAL AGREEMENT

1. LEASE/RENTAL AGREEMENT: The issuance and acceptance of a purchase order incorporating this attachment shall constitute and be referred to as a "Lease/Rental Agreement." For the purpose of this agreement, the words "Seller" or "Lessor" and "Buyer" or "Lessee" in the Purchase Order General Provisions or other Attachments forming a part of this purchase order, shall mean "Supplier" and "HRL LABORATORIES, LLC," respectively.
2. RENTAL CHARGES: The Supplier agrees to furnish HRL LABORATORIES, LLC with the items described in this purchase order at the applicable rates specified, together with such delivery, installation, maintenance, or other service charges as may be mutually agreed upon by the parties to this agreement.
 - a. The date on which HRL LABORATORIES, LLC shall be chargeable for rent on each item shall commence with its receipt by HRL LABORATORIES, LLC, provided the item is ready for use upon receipt. In the event installation and checkout of an item is required, whether performed by the Supplier or HRL LABORATORIES, LLC, rental and other Supplier service charges shall not commence until installation of the item is completed and the item is accepted for use by HRL LABORATORIES, LLC. Rental charges shall cease upon delivery of the item to the Supplier or to a carrier on behalf of the Supplier.
 - b. The rental charges shall entitle HRL LABORATORIES, LLC to unlimited operational use time and no rent shall be chargeable to HRL LABORATORIES, LLC during the time when an item is not in good operating condition through no fault or negligence of HRL LABORATORIES, LLC.
3. TAXES: The Supplier shall pay all license fees, registration fees, assessments, charges, and taxes now or hereafter imposed by any governmental body or agency upon the ownership, lease, rental, possession or use of the items covered by this agreement.
4. WARRANTY: The Supplier represents and warrants that the items furnished under this agreement are completely serviced and are in sound and safe operating condition on the date of delivery to HRL LABORATORIES, LLC. HRL LABORATORIES, LLC agrees, upon the expiration or termination of this agreement, to return the items to the Supplier in the same condition in which received by HRL LABORATORIES, LLC, ordinary wear and tear excepted. The Supplier, at its own expense unless otherwise agreed by the parties to this agreement, agrees to furnish preventive and remedial maintenance of the items and will continue to service the items so long as such service may be necessary to insure satisfactory operation of the items.
5. TITLE AND RISK OF LOSS: Title to all items leased under this agreement shall remain in the Supplier. HRL LABORATORIES, LLC shall be liable only for the loss, destruction, or damage to the leased items caused by its negligence. The Supplier shall hold and save HRL LABORATORIES, LLC harmless from liability by reason of damage to, or loss or destruction of, the leased items which may result from any other cause.
6. TERMINATION: Fifteen (15) days after giving written notice, HRL LABORATORIES, LLC shall have the right to terminate this agreement as to any item(s). HRL LABORATORIES, LLC shall be relieved of any further obligation under this agreement with respect to the item(s); provided, however, that in the event of such termination, a pro rata amount of the rent due the Supplier shall be paid.