

Last updated 11-01-2023

This Terms & Conditions agreement is made and effective by completing the rental & payment process, by and between OER Tracking LLC, ("Lessor") and current user ("Lessee"). By completing an order and submitting payment, Lessee agrees to be bound by this Equipment Lease Agreement and all the Terms and Conditions therein, whether or not Lessee has read them. Lessor may at its sole discretion modify this Equipment Lease Agreement and all the Terms and Conditions therein at any time. By completing an order and submitting payment,, Lessee indicates acceptance of the modified Terms and Conditions.

The parties hereto agree as follows:

1. **Equipment**– Lessee agrees to inspect Equipment upon receipt and notify Lessor of any missing, incorrect or damaged Equipment or accessories within 24 hours of receipt. If notification is not made within 24 hours of receipt it is assumed that the rental Equipment and accessories are correct and/or acceptable to the Lessee and therefore Lessor is not responsible for any refund, correction, or replacement.
2. **Shipping**
 1. Lessee agrees to pay both outgoing and return shipping charges at the time of the initial transaction, unless parties otherwise agree.
 2. Lessor guarantees that it will ship on or before the date required to arrive by the Lessee's selected Start (arrival) date according to UPS calculations. If Lessor ships late, full refund of costs including shipping will be issued upon return receipt of rental items.
 3. Lessor is not responsible for any UPS shipping delays caused by UPS error, weather, natural disaster, etc. If delivery is late due to these, or similar issues, Lessor will refund total rental cost charged less total actual shipping costs including return/recalled shipping costs, and incurred Garmin data fees.
 4. Use, by Lessee, of return shipping methods other than those arranged for by Lessor or agreed to by Lessor is a violation of these terms, and may result in the application of late fees.
3. **Term**– The term of this lease shall commence on the date indicated by the Lessee and expire on the date indicated by the and shown on invoice. The term of this lease shall expire on the expiration of the term of days shown on the order receipt. The Equipment must be return shipped using the agreed upon shipping method on the date indicated as the end date.
4. **Late Returns**– Any penalties will be charged to the Lessee's form of payment on file with Lessor.
 1. Late returns are determined based on return shipping tracking, when available.
 2. Returns shipped 1-7 days after the end date will be penalized by charging a late fee as follows: \$10 per tracker per day.
 3. If a rental is not shipped within 7 days of the end date the Lessor will consider the equipment stolen and the Lessee's form of payment will be charged the full replacement value of the Equipment.
 4. If Lessee subsequently returns equipment within 14 days of the end date, the Lessor will refund the full replacement value charge less late fees and a processing fee of 10% of original cost before shipping.
 5. Lessor reserves the right to refuse returns and refunds after 14 days.
 6. Lessor reserves the right to pursue all civil and criminal remedies in the case of unreturned or lost equipment.
5. **Use**– Lessee shall use the Equipment in a careful and proper manner and shall comply with and conform to all applicable laws, ordinance, and regulations in any way relating to the use or possession of the Equipment. Lessee will read and abide by all included instructions and notices, including testing, proper use, etc. Any loss or damage incurred while using in a manner that does not

follow the preceding will be the responsibility of the Lessee. Any additional data fees incurred as a result of use outside of the agreed terms shall be the responsibility of the Lessee (i.e. data fees, etc)

6. **Additional Costs** – any fees associated with late returns, data usage beyond agreement, etc. shall be charged to payment method on record. If the payment is declined, Lessor will issue an invoice with payment terms of 30 days. Lack of payment after 30 days please refer to Later Returns and Default sections of this agreement.
7. **Cancellation by Lessor**– Lessor reserves the right to cancel any order, for any reason, at any time before delivery occurs, and will refund all payments made by Lessee.
8. **Cancellation by Lessee**– If Lessee cancels an order prior to 14 days before the start date Lessor will refund all payments made by Lessee. If Lessee cancels an order within 14 days of the start date and before Lessor has turned over equipment to the Shipper, Lessor retain the right to only refund all payments less a cancellation charge of 20% of rental cost before shipping. Cancellations after Lessor has turned over rental items to shipper will not be refunded and any recall costs will be charged to the Lessee.
9. **Ownership**– The Equipment remains at all times the sole and exclusive property of Lessor. The Lessee has no rights or claims to the Equipment.
10. **Damaged or Modified Equipment**–
 1. Lessee assumes and shall bear the entire risk of damage to the Equipment from any cause, except damage in the possession of the Shipper, during the term of the Lease. Unless pre-existing damage is reported to Lessor within 24 hours after Lessee takes possession of the Equipment, it is assumed any damage to the equipment occurred during the term of the Lease.
 2. In the event of damage, Lessee is responsible for the cost of repair or replacement (See Loss of Equipment)
11. **Loss of Equipment**– Lessee assumes and shall bear the entire risk of loss of the Equipment from any cause during the term of the Lease. Loss, theft, damage beyond repair or failure to return any gear shall be charged as follows: Garmin InReach tracker: \$300; Iridium Satellite Phone: \$1,200; Starlink: \$1,100.
12. **Default**– Lessor reserves the right to pursue all available civil and criminal remedies against lessee, including but not limited to: recovering possession of the equipment, obtaining from Lessee's form of payment any amounts owed, hiring outside debt collection firms or private investigators, filing of criminal charges, and any civil remedies available. These remedies are not exclusive.
13. **Liability**– Lessor does not assume, and the customer indemnifies Lessor against any liability or claims resulting from use or malfunction of the equipment. Lessee assumes all liability that may arise from use or failure of the equipment, including personal injury, property damage, and legal fees.
14. **Equipment Performance**– Lessor is not responsible for degraded or lack of performance as a result of issues with Garmin, Iridium, or Starlink service. Lessor is not responsible for degraded or lack of performance as a result of environmental factors affecting satellite connectivity. Lessor is not responsible for degraded or lack of performance as a result of improper use or placement of the equipment.
15. **Taxes or Duties**– The Lessee is responsible for all taxes and duties that may incurred during shipping or use of equipment. Any Taxes or Duties charged to Lessor shall be reimbursed by Lessee.
16. **Severability and Governing Laws**– This represents the entire agreement between Lessor and Lessee. If any portion of this agreement is found unenforceable, it will not affect the remainder of the agreement, which shall remain valid and enforceable. The agreement shall be enforced according to the laws of the State of New York
17. **Specific Proposal Terms** – Any terms listed on a formal proposal or invoice supersede relevant terms indicated above (deposits, cancellations, late fees, etc).