

## **Tool Lease Agreement**

#### **Thomas & Betts Corporation Tool Service**

DATE:		

8735 Hamilton Road Southaven, MS 38671 Fax: 662-393-3929

Phone: 800-284-8665 (Option 1)

Start Date:

toolservice@tnb.com

L	EASED
Т	0

Name:	
Address:	
City:	
State:	
Zip:	
Phone:	
Fax:	
E-mail	

SHIP TO

Check if same as Leased to

Name:	
Address:	
City:	
State:	
Zip:	
Phone:	
Fax:	
E-mail	

Due Date:

T&B SALESPERSON	T&B DISTRIBUTOR	CUSTOMER
	ACCOUNT NO.	PERSON RESPONSIBLE

QUANTITY	T&B CATALOG NO.	T&B SERIAL NO.	LEASE CHARGE	SPECIAL INSTRUCTIONS	

Thomas & Betts agrees to lease stated equipment under the following conditions: 1) T&B agrees to ship the tool prepaid (Ground); 2) Lease is valid for one calendar year and may be renewed within 30 days prior to expiration date; 3) Customer agrees to return equipment to Tool Service (address above) with freight prepaid by the customer; 4) If, for any reason, the equipment is not returned at the specified time, customer agrees to pay purchase price for the equipment.

SHIPPING WILL BE FEDEX GROUND (SUPERSAVER) UNLESS YOU INCLUDE YOUR FEDEX ACCT# WITH THIS FORM.

Subject to the Tool Lease Terms and Conditions, Customer accepts all risk of loss or damage to leased equipment until returned to T&B. Customer shall be responsible for care, maintenance and the safe keeping of all items leased to user by T&B Tool Service and agrees to reimburse T&B at new replacement cost for any item which has been lost or stolen, or for the cost of repair if damaged prior to return to T&B.

User Signature	Date

T&B Authorization Date

### THOMAS & BETTS CORPORATION ELECTRICAL DIVISION TOOL LEASE TERMS AND CONDITIONS

- 1. Thomas & Betts Corporation, Electrical Division (hereafter call T&B) is supplying the equipment identified (the "Equipment") in the quantity indicated, and Customer is leasing from T&B for its use only, said Equipment, subject to the terms and conditions specified below.
- 2. All Equipment is the sole and exclusive property of T&B and shall be returned to T&B upon demand. No changes or alterations are to be made to the Tool without the express prior written consent of T&B.
- 3. The lease period is for one (1) year and commences ten (10) days from the shipment date. The lease period may be renewed on an annual basis by agreement of T&B.
- 4. Customer agrees to pay the Annual rental charge to T&B as indicated on the annual lease charge schedule set forth herein within thirty (30) days of the billing date.
- 5. T&B has right to terminate lease at end of lease period if product usage is not to levels established by published guidelines.
- 6. Customer shall pay all taxes, fees and assessments however designated, levied, or based upon the rentals, upon the Lease, upon the Equipment or upon the use of the operation thereof, or any taxes, fees and assessments or amounts in lieu thereof.
- 7. Customer agrees to use the Equipment in accordance with T&B operating instruction manual. Customer will be responsible for costs incurred by T&B to replace or repair any equipment that is lost or damaged.
- 8. Customer will maintain the Equipment in good working order at all times, fair wear and tear excepted. T&B will perform all repairs or replace Equipment without additional charge to Customer provided the repair of replacement is due to a manufacturing defect.
- 9. T&B will have access to the Equipment during business hours for the purpose of repairs, replacement or inspection.
- 10. Upon cancellation or termination of this Lease, possession of the Equipment will revest in T&B and T&B will have the right during business hours to enter the premises wherein the Equipment is located and remove same.
- 11. Customer will not remove the Equipment from the location specified on the invoice without prior written consent of T&B.
- 12. Should Customer default in the payment of any sum due under this Agreement, or fail to perform any term or condition or should Customer be the subject of any proceeding under any bankruptcy or insolvency law or make an assignment for the benefit of creditors or suffer its assets to be attached or levied upon, T&B will have the right to terminate the Agreement and take possession of the Equipment leased under and thereupon Customer's right to possession of such Equipment shall end.
- 13. Customer agrees to indemnify, protect, save and hold harmless T&B from and against all losses, damages, injuries, claims, demands and expenses of whatsoever nature arising out of the use, condition or operation of the Equipment leased hereunder.
- 14. Customer shall bear all risk of loss, theft, damage to and destruction of the Equipment from every cause whatsoever from the time customer receives the Equipment.
- 15. No supplemental or additional terms and no modification or amendment of these terms and conditions will be binding unless in writing and signed by T&B.
- 16. These terms and conditions contain all the terms and conditions agreed upon by T&B and Customer and constitutes the only agreement in force and effect between T&B and Customer regarding the Equipment. The lease of the Equipment and the relationship of the parties hereunder will interpreted under and governed by the laws of the State of Tennessee, U.S.A., without regard to any laws concerning conflicts of laws which would result in the application of the laws of any other jurisdiction.
- 17. The failure of T&B to enforce, at any time or times, any of the provisions hereof shall in no way be construed to be a waiver of such provision of on any other provisions of these terms and conditions.



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	Bench-Mounted Pneumatic Auto-Feed Tool — 12050	100,000 terminals per year	\$500 per year
Auto-Feed STA-KON Terminals STA-KON Terminals Thomas@Betts	Compact, pneumatically operated Shure-Stake® mechanism ensures a full compression each time Crimps tape-mounted Sta-Kon® insulated and uninsulated terminals 22-10 AWG		
	Bench-Mounted Pneumatic Tool — BAIR22-6	20,000 terminals per year	\$300 per year
	Interchangeable dies crimp Sta-Kon® and Spec-Kon® insulated and uninsulated terminals 22-6 AWG     Shure-Stake® mechanism ensures proper crimp		
	Bench-Mounted Pneumatic Tool — 25000	20,000 terminals per year	\$500 per year
	Full range of interchangeable dies     Shure-Stake® mechanism ensures     proper crimp     #8-250 MCM insulated and     uninsulated Sta-Kon® terminals     #8-500 Color-Keyed® connectors		
De la	Bench Press for Plastic Strip Terminals — EBP22-10	100,000 terminals per year	\$500 per year (5 yrs.)
	<ul> <li>RAH22-16 red applicator head for 22-16 AWG Sta-Kon® plastic strip terminals</li> <li>BAH16-14 blue applicator head for 16-14 AWG Sta-Kon® plastic strip terminals</li> <li>YAH12-10 yellow applicator head for 12-10 AWG Sta-Kon® plastic strip terminals</li> </ul>		