



Tool Loaner Agreement (the "Agreement")

ABB Tool Service

8735 Hamilton Road
 Southaven, MS 38671
 Fax: 662-393-3929
 Phone: 800-284-8665
 toolservice@us.abb.com

Date

Loaned to Name:
 ("Borrower") 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 loaned to

Use one of the following

ABB salesperson	ABB distributor	Customer
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Regional sample account no.	Account no.	Person responsible
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ABB catalog no.	Description	Serial no.	Reason for loan	Purchase price
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- ABB agrees to loan to Borrower all machinery, tools, and equipment set forth above (the "Equipment") subject to the terms and conditions herein this Agreement.
- The Equipment shall be shipped to Borrower F.O.B. destination to the address set forth above via FedEx Ground (Supersaver) unless Borrower 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 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 Borrower 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 loan 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. Borrower 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 Borrower agrees to pay the purchase price for the Equipment as set forth above within 30 days of such termination.

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8. 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 Borrower hereby agrees to any such substitution and agrees to fully cooperate with ABB in effecting such substitution.
9. Borrower 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.
10. Borrower loans the Equipment with the understanding that the Borrower will perform all necessary tests to determine the suitability for the Borrower'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”).
11. If ABB determines the Equipment is defective, Borrower'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, Borrower 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 Borrower'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.
12. The Limited Warranties are void if Borrower 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.
13. 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.
14. Borrower agrees to use the Equipment solely for itself and no other third party. Borrower shall use the Equipment in accordance with ABB's operating instruction manual. Borrower will be responsible for costs incurred by ABB to replace or repair any Equipment which is lost or damaged due to Borrower's negligent or willful act or omission.
15. Borrower 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 Borrower.
16. At all times during the Term of this Agreement, Borrower shall comply with all governmental laws, codes, regulations, rules and orders as may be applicable in regard to Borrower's use of the Equipment.
17. Borrower 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.
18. Borrower 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 Borrower.
19. 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 Borrower such reasonable attorney's fees and expenses as shall be incurred in connection therewith.
20. This Agreement completely states the rights of ABB and Borrower 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.

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21. 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.
22. 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.
23. ABB’S TOTAL LIABILITY TO BORROWER 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.
24. 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.

This Tool Loaner Agreement is executed by the parties as of the Effective Date written above.

User signature and date

ABB authorization signature and date

ABB Installation Products Inc.
Electrification Business

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

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