



# METER

## METER Group, Inc. Environmental Equipment Loaner Agreement Form

### Shipping Address

Company \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

### Contact Information

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

### Billing Address

Same as shipping address

Company \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

METER Group, Inc., "METER" and/or "Seller," agrees to lend factory-owned equipment to the company at the address listed on this agreement form. Offer is valid in the United States only. The loaner equipment must remain with the company listed on this document unless other arrangements have been made in writing. Sending the equipment elsewhere may result in charges being collected for the retail price of the items. Loaner equipment should be returned within 5 working days from receipt of the serviced equipment. This loaner service is provided at no charge and instrument shipment will be paid for by METER Group, Inc. Return shipping labels can be requested from METER Customer Support. If the equipment is lost or damaged beyond normal wear and tear, METER Group, Inc. retains the right to require payment for repairs or replacement. Repairs shall be invoiced at normal service rates.

**LIMITATION OF LIABILITY.** Seller will not be liable to the Buyer or any other person or entity for indirect special, incidental, consequential, punitive, or exemplary damages in connection with this transaction or any acts or omissions associated there with or relating to the sale or use of any goods, whether such claim is based on breach of warranty, contract, tort, or other legal theory and regardless of the causes of such loss or damages or whether any other remedy provided herein fails. In no event will the Seller's total liability under this contract exceed an amount equal to the total amount paid for the goods purchased hereunder.

**GOVERNING LAW.** The validity, construction, and performance of the contract and the transactions to which it relates will be governed by the laws of the United States of America and the State of Utah. All actions, claims, or legal proceedings in any way pertaining to this contract will be commenced and maintained in the state courts of general jurisdiction of Cache County, State of Utah, and the parties hereto each agree to submit themselves to the jurisdiction of such court(s).

**ATTORNEYS' FEES.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

I agree to the Loaner Agreement and Terms and Conditions of METER Group, Inc. Visit [metergroup.com/terms-conditions](https://metergroup.com/terms-conditions) for more information.



# METER

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Name/Title \_\_\_\_\_

## Equipment Request

Please fill out this section by providing product names as they appear on the METER website. List one item per line.

\_\_\_\_\_  
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 \_\_\_\_\_

## Data Logger

Is a data logger also needed to use the loaner equipment?

Yes       No

If no, please list the name and manufacturer of the data logger(s) that will be used.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### METER Use Only

RMA# _____	Date _____
SN# _____	MSHIP# _____
PO# _____	SO# _____
Rep _____	