

Triad Marine Ltd.

Mobile Satellite Telephone Rental Agreement. Please FAX completed form to: 978 231-0571

This RENTAL AGREEMENT is made and entered into as of the effective date shown below between Triad Marine Ltd., and the Customer.

First Name: _____ Last Name: _____

Shipping Address: _____ City: _____ State/Zip: _____

Telephone: _____ Fax: _____ Cell: _____

Date: _____ Email: _____

Rental Charges: (all charges will be deducted from the reserve deposit)

Service Rates: \$1.25/minute and \$2.50/minute while roaming (billed in minutes).

Phone Rental Charge: \$75/week, \$125 /two weeks, or \$200/month.

FEDEX Delivery Charges: \$ 30.

Replacement charge for lost, stolen, or damaged equipment (stipulated value), \$961.

Basic rate covers calls and long distance from the USA/Caribbean to USA/Canada. International long distance charges are additional. Roaming rates apply to all calls originating outside the USA/Caribbean. Short Text Messages sent to the phone are FREE.

Equipment Includes: GSP 1600 Qualcomm satellite phone, AC/DC adapter, 12-volt cigarette lighter adapter, Pelican case. Data cable kit available on request.

Electronic Serial Number _____ Date Shipped _____

Satellite Phone Number: _____ Date Received _____

All Calls Counter and Condition When Received _____

Delivery Date Desired: _____ Expected Return Date: _____

Day the phone is received by customer counts as first day.

Day(s) in transit to Triad Marine Ltd. from customer counts toward rental period.

Date received by Triad Marine Ltd. from customer **does not** count toward rental period.

Intended Area(s) of Use: _____

Rental Period _____ Rental Charge: _____

Regular Minutes used: _____ @ \$1.25/min = _____

Roaming Minute used: _____ @ 2.50/min = _____

FEDEX Delivery Charges: _____ Total Charges: _____

Credit Card Authorization Information

I hereby authorize Triad Marine Ltd. to charge my credit card for payment for airtime and (or) service/rental charges of a Globalstar satellite telephone as agreed to in the executed Triad Marine Ltd. Rental Agreement. I understand if I do not return the equipment in the same condition that was received at the end of this agreement or I fail to extend my rental period I authorize my credit card to be charged the equipment value, additional rental fees and airtime. (The Stipulated Equipment Value is \$994.00)

Card Number: _____ **Check Number (in lieu of credit card):** _____

Card Type: _____ **Last three digits on the back of card** _____

Card Holder Name: _____ **Expiration Date:** _____

Billing Address of Credit Card Statement: _____

City: _____ **State:** _____ **Zip:** _____

Signature: _____ **Date:** _____

The following **Terms and Conditions** apply to all sales, rental and service agreements by Triad Marine Ltd.:

1. Payment and Sales Tax

Triad Marine Ltd. accepts cash, certified checks wire transfers, and AMEX,VISA, MasterCard, Discover, for all purchases and services. Triad Marine Ltd. charges sales tax on all shipments where applicable. Equipment is shipped subject to receipt of a completed and signed service agreement from the customer and credit approval. Based on its credit review, Triad Marine Ltd., as the service provider, may require a cash deposit and/or automatic credit card payment of monthly service and airtime.

2. All Sales are Final

As a standard practice, Triad Marine Ltd. honors all manufacturers warranties and will assist customers in processing warranty claims, however all sales of equipment by Triad Marine Ltd. are final.

3. Shipping

Triad Marine Ltd. generally ships all orders within 24 hours of being placed, unless product is on back order, limited availability or special order status. Orders placed on weekends or holidays are shipped the following business day. (3a) Products are normally shipped using standard FEDEX Saver. Upon customer's request, and customer's expense, Triad Marine Ltd. will expedite shipping via FEDEX P-1 or other means. (3b) Refused or undeliverable shipments will be subject to a restocking fee of 20% in addition to applicable shipping, transaction and insurance fees. (3c) Triad Marine Ltd. does not ship to APO addresses or Post Office Boxes.

4. Back Orders

At Triad Marine Ltd., we continuously update our product listings to ensure the accuracy of inventory availability. When a product is listed as out of stock, your order will be automatically placed on back order. Triad Marine Ltd. charges your credit card for the entire order amount. Items placed on back order are shipped as soon as they become available from the manufacturer.

5. Order Cancellation

Triad Marine Ltd. reserves the right to cancel a sale or to issue a Return Merchandise Authorization (RMA) for merchandise that is advertised in error, is unexpectedly out of stock, does not conform to specifications, or was shipped in error.

6. Advertising Disclaimer

Triad Marine Ltd. is not responsible for product prices advertised in error. Advertised prices and available quantities are subject to change without notice.

7. Limitation Of Liability

The services provided by Triad Marine Ltd. may be temporarily interrupted, delayed or otherwise limited and is not available everywhere in the world. Triad Marine Ltd. makes no representation that it can provide uninterrupted service. Furthermore, Triad Marine Ltd. shall have no liabilities or credit due for interrupted service unless caused by gross negligence of Triad Marine Ltd.. Triad Marine Ltd. shall not be liable for acts or omissions of other carriers, equipment failures or modifications, acts of God, strikes, government actions, or causes beyond our reasonable control. Triad Marine Ltd. makes no warranties with respect to the service of any kind whatsoever, expressed or implied, except as specifically provided in this agreement. The implied warranties of merchantability and fitness for any particular purpose are hereby disclaimed and excluded. Triad Marine Ltd. shall not be liable to its distributor or customer or any third party for any special, incidental, or consequential damages.

8. Replacement of lost or damaged equipment

Customer agrees to reimburse Triad Marine Ltd. the equipment value, additional rental fees and airtime if the equipment is not returned in the same condition in which it was received at the end of this agreement or if customer fails to extend the rental period

Signature: _____ **Date:** _____

This signature signifies acceptance of the Triad Marine Ltd. terms and conditions as outlined in the rental agreement.