

RENTAL BROCHURE

USA

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beMatrix Global Rental Network

USA Pricing and Terms*

Every beMatrix solution within reach

Do you want each of your projects to be unique and outstanding with a **minimal investment**? Are you interested in growing your business without paying to ship beMatrix frames unnecessarily? How about designing client experiences **without being limited by your stock**? BeMatrix's Global Rental Network is your answer.

Our beMatrix Global Rental Network offers the most popular beMatrix frames, Xtreme Solutions and hardware. Both domestic and international orders can be placed, filled and delivered quickly.

This brochure outlines the USA rental program. For our international rental network please visit rentalnetwork.bematrix.com.

Dry Rental of the Most Popular beMatrix Frames and Hardware

Rent frames for a single project or supplement your frame stock for large or complex projects.

- No upfront costs, no deposits. Billed monthly.
- 1 month (4-week) minimum rental time frame.
- No maximum rental time frame.

*For European pricing and terms [click here](#).

Table of contents

| | |
|--------------------------------|---|
| beMatrix Global Rental Network | 2 |
| Rental Details | 4 |
| Terms & Conditions | 6 |

Rental Details

| PRODUCT RANGE | <ul style="list-style-type: none"> ■ Frames ■ Xtreme solutions (Double Deck & beTruss) ■ Hardware |
|------------------------|--|
| BENEFITS | <ul style="list-style-type: none"> ■ Less expensive than purchasing. ■ Bulk supplemental frame & hardware rental program. Increase your inventory during peak seasons and utilize across multiple projects to maximize your ROI. ■ Low monthly rental rate with no upfront costs. |
| DURATION | All standard products have a 1 week (7 day) minimum rental period. Double Deck has a 1 month (4 week) minimum rental period. There is no maximum rental period. |
| ORDER MINIMUM | 25 frames minimum order or one pallet/crate. |
| UPFRONT COSTS | No deposit. Monthly billing. |
| PURCHASE OPTION | At the conclusion of the rental, standard price list rates & traditional beRewarded discount applies. No rental credit will be applied to purchased frames. |



Rental Details

Price List Information

All prices are net – the beRewarded discount program does not apply.

beMatrix is happy to assist with arranging transportation, if requested; the transportation fees are at the renter's expense.

The rental period begins on the date when the order departs beMatrix.

Cancellation Fee

We understand that plans change, so if an order is canceled greater than 2 weeks before shipment you will not incur a cancellation fee. If an order is canceled less than 2 weeks prior to shipment but more than 48 hours prior to shipment, 50% of the total rental order will be invoiced. If an order is canceled less than 48 hours before the shipment, 100% of the total rental order will be invoiced.

Guidelines

beMatrix will provide you with a combination of high-quality eco and and gently used rental frames and hardware that will allow you to build structures that will impress your clients.

HANDLE WITH RESPECT

We simply ask that you treat your rental frames as if they were part of your own permanent inventory, keeping them free of paint, dents, drill holes, etc. Upon the rental return, our Quality Control Team will conduct an inspection to ensure the goods are in reusable condition.

Damages to the rented goods will be documented & invoiced to the renter within 14 days of the return.

DAMAGE

- Limited Damage: Limited damage is defined as repairable damage such as replacing Velcro and cleaning graphic residue off of frames. Limited damage will be repaired by the beMatrix Quality Control Team and invoiced to the renter at \$120.00 per hour (billed in 15-minute increments).
- Large Damage: If the rental goods are returned in poor, unusable condition, the renter will be invoiced for the damaged goods at a 30% discount off of list price.

DELAYED RETURNED GOODS

A charge of 2% of the rental order will be applied for each day the goods are late - but not to exceed \$500 per day. The rental order is classified as "returned" when all of the goods are returned, partial rental returns will be classified as "delayed" until the complete order is received.

Order must be returned to the location it shipped from. If returned to a different location the renter will be responsible for shipping costs associated with returning the to correct location and the order will not be classified as "returned" until it reaches the correct location.

LOST OR MISSING GOODS

Lost items will be charged at the full purchase price less the standard beRewarded discount. If renter requests time to return missing goods, the order will not be classified as "returned" until the missing goods are received and a charge of 2% of the rental order will be applied for each day the goods are late - but not to exceed \$500 per day. Unreturned items will be considered lost after 10 business days overdue and will be charged at the full purchase price less the standard beRewarded discount.

MATERIAL HANDLING FEE

- Las Vegas Rental Service Center: Material handling fee 8% of total rental order.
- Atlanta Rental Service Center: Material handling fee 5% of total rental order.

Billing:

No deposit, billed monthly with a 1-month (4 week) minimum. Pricing is prorated after the initial 1-month minimum for the remainder of the rental term.

[GENERAL TERMS AND CONDITIONS beMatrix® rental and service center]

The present terms and conditions apply to all offers and quotations issued by beMatrix USA on any rental agreement concluded between beMatrix USA and the customer (hereinafter referred to as "Customer") and on all invoices issued by beMatrix USA in writing; regardless of the Customer's place of residence or establishment. These terms and conditions take absolute precedence over any terms and conditions established by the Customer, even if the latter stipulate the opposite.

The Customer is deemed to accept these general terms and conditions by the mere fact of his request for a rental order.

The non-application by beMatrix USA of one or several provisions of these general terms and conditions cannot, in any way, be considered as a renunciation of these general terms and conditions.

1. Rental Eligibility: Established beMatrix customers whose accounts are in good standing are eligible to rent from beMatrix USA. An account is in good standing if there are no delayed payments and no outstanding past-due balances. All accounts must be brought current to participate in the rental program. New customers must complete a credit application and provide 3 business credit references to be considered to participate in the rental program.

2. Rental Termination: beMatrix USA is entitled to dissolve the rental agreement at any time with immediate effect, by law and without notice, if the Customer fails to fulfill the terms of the rental agreement, without any compensation being due by beMatrix USA. In this case, the Customer is obliged to immediately pay beMatrix USA without delay, the full rental agreement amount without prejudice to beMatrix USA's right to higher compensation if the actual loss suffered is higher. beMatrix USA is also entitled to immediately take back the rented goods at the expense of the Customer.

If the Client prematurely terminates the agreement, he must do so in writing to orders@bematrix.us and is obliged to immediately reimburse beMatrix USA for the remaining lease price for the full duration of the lease.

If the Customer cancels an order prior to shipment, he's liable to pay compensation to beMatrix® USA that is calculated as follows:

If the cancellation occurs more than 2 weeks prior to shipment, no compensation is due. If the cancellation occurs less than 2 weeks prior to shipment but more than 48 hours prior to shipment, a compensation of 50% of the total rental order will be invoiced. In the event that an order is canceled less than 48 hours before the shipment, 100% of the total rental order will be invoiced.

3. Rental Pricing: The rental prices quoted are without obligation and are only binding for beMatrix USA after written confirmation by beMatrix USA. All published rental quotes and orders are net pricing – discounts cannot be applied to rental orders.

beMatrix USA explicitly reserves the right, upon prior notification, to increase its prices if certain costs which affect the agreed price increase, such as increase in prices of basic products or raw materials, wages, freight or other costs of third parties, increase of duties, changes in the currency, etc., even if this occurs as a result of foreseeable circumstances.

4. Material Handling Fees: A material handling fee will be applied to rental orders and may vary based on the RSC (Rental Service Center) due to operational expense variances.

5. Rental Payment Terms: Rental invoices are billed monthly based on the number of weeks of rental per calendar month (prorated). Day 1 of rental begins on the date when the rental order departs from beMatrix RSC (Rental Service Center). All standard products have a 1 week (7 day) minimum rental period. Double Deck has a 1 month (4 week) minimum rental period. There is no maximum rental period.

Customer is responsible for any applicable processing fees associated with payment method.

In the event of an unpaid monthly rental invoice, beMatrix USA reserves the right to terminate the lease, without prejudice to its right to claim compensation for the full rental order.

Early return of the rented goods or cancellation of the rental agreement does not entitle the Customer to a refund or reduction of the rental price.

Late availability of the rented goods for reasons beyond the control of beMatrix USA do not entitle the Customer to dissolve the rental agreement or to any compensation from beMatrix USA.

The Customer is responsible for payment of all costs, charges, levies, taxes or penalties related to the use of the rented goods during the term of the rental agreement and undertakes to indemnify beMatrix USA against claims from third parties in this regard.

6. Transportation Costs: The transport costs are always at the expense of the Customer, unless otherwise agreed. Any transportation fees will be added to the final invoice.

Return Shipping Responsibility: Please be advised that beMatrix USA does not arrange for the return shipping of rental orders. Customers are solely responsible for returning the rental items to the original rental location by the confirmed due date. Failure to comply with this requirement may result in additional charges or penalties as outlined in our terms and conditions.

7. Packaging: In all cases the rented goods are transported on pallets, in crates or in boxes owned by beMatrix USA, which must be reused upon return. All damage and costs resulting from missing or damaged packaging material is borne by the Customer.

8. Possession: The goods remain the property of beMatrix USA at all times. The Customer undertakes not to sell, process, pledge or alienate the rented goods.

The Customer undertakes to inform beMatrix USA immediately in the event of seizure, loss, theft or other circumstances that could jeopardize beMatrix USA's ownership rights on the rented goods, such as, among other things but not limited to, the application for bankruptcy or legal reorganization by the Customer. All damage, costs or loss of the rented goods as a result of a seizure, loss, theft or other circumstances, which jeopardize beMatrix USA's ownership rights on the rented goods, are at the expense of the Customer without prejudice to the due rental price. In the event of theft, the Customer is obliged to report this to the police within 24 hours and to immediately provide beMatrix USA with a copy of the official report.

The Customer is responsible for the possession and any use of the rented goods. The Customer undertakes to use the rented goods only for the purpose of carrying out his business activities, for the purposes for which the manufacturer intended them, in accordance with the technical specifications and operating instructions, and to use the rented goods at his own expense and risk as a prudent person and according to the rules of the art.

The Customer undertakes to take the necessary safety measures in connection with the risks associated with the use of the rented goods that are deemed to have been accepted by the Customer upon commissioning.

beMatrix USA is only liable for direct damage caused by non-compliance with its contractual obligations, if and insofar as this damage is caused by its

fraud, deception or intentional error. The liability of beMatrix USA is at all times limited to a maximum of the part of the invoice value of the goods made available for the Customer to which the liability relates. If the damage is covered by insurance, the liability of beMatrix USA is limited to the amount that is actually paid out by its insurer. beMatrix USA is never liable for indirect damage, including but not limited to, consequential damage, profit loss, missed savings, production restrictions, administration or personnel costs, increase in general costs, loss of customers, claims from third parties or damage to third parties.

Any claim for damages by the Customer against beMatrix USA will lapse by law if it has not been brought before the competent court within a period of 1 year from the date on which the Customer became aware or should reasonably have been aware of the facts on which the claim is based.

The Customer explicitly accepts that beMatrix USA is not liable for the structural stability of the final construction and that the Customer is not entitled to demand the dissolution of the agreement, to refuse delivery and/or payment and/or to obtain any compensation. All costs for additional reinforcement or rigging are solely borne by the Customer. The Customer is also solely liable for all damage to goods of third parties and for all damage resulting from theft, loss or damage to or by tools or other materials from beMatrix USA used in the course of this assistance.

9. Customer Insurance: The Customer undertakes to insure himself sufficiently (and at least for the new value of the rented goods) with an approved insurance company against fire, water damage and theft during the entire duration of the rental period and to submit, at beMatrix USA's first request, a copy of the insurance policy and of the latest premium waiver.

10. Damage: The Customer undertakes, unless otherwise agreed in writing, to return the rented goods himself at his own expense upon ending of the rental agreement, regardless of the reason and regardless of who took the initiative, in the condition in which it was received and with use of the pallets, crates or boxes referred to in Article 7, at the registered office of beMatrix USA.

The rental must be returned to the beMatrix USA RSC (Rental Service Center) in which it originated.

beMatrix USA reserves the right at all times, to carry out an entry inspection after return in order to verify the rented goods for damage and/or missing goods or parts. Damages to the rented goods will be documented & invoiced to the renter within 14 days of the return.

The Customer may, with explicit written request at the latest on the time of return of the rented goods, be present at the entry inspection. Failing this, the Customer is deemed to waive this right and accept the findings of the entry inspection by beMatrix USA. The parties agree that the entry inspection serves as conclusive evidence of the ascertained damage and/or missing goods, without prejudice to the factual presumption stated in the preceding paragraph.

As only the externally visible condition of the goods can be assessed upon the entry inspection, beMatrix USA reserves the right to claim compensation from the Customer for any damage that is not immediately visible.

In the event of limited damage to the rented goods, i.e. damage which can be repaired by beMatrix USA, the Customer is obliged to pay a compensation equal to the number of hours required for repair by beMatrix USA at an hourly rate of \$120.00 (billed in 15-minute increments). In the event of major damage to the rented goods, as a result of which they can no longer be rented by beMatrix USA, the compensation is full list price less a 30% discount for each damaged item. Without prejudice to beMatrix USA's right to claim higher compensation if the actual damage suffered is higher.

Examples of Major damage: Any frames/hardware that needs to be replaced and cannot be re-rented. Drill, nail and screw holes. Dented or broken corners or edges. Bent, shortened or cut frames. Bent or broken parts.

Examples of Limited Damage: Lacquer damage or glue residues from adhesive tape, hook and loop tape, etc. Minor dents in frame that can easily be fixed by beMatrix USA

beMatrix USA will inform the Customer, in writing via email, of the damage and the compensation due.

In the absence of a timely return of the rented goods, or part thereof, upon ending of the rental agreement, the Customer owes beMatrix USA, for each day of delay, in addition to the original rental price, a lump-sum compensation equal to:

A charge of 2% of the total rental order will be applied for each day the goods are late - not to exceed \$500 per day. The rental order is classified as "returned" when all of the goods are returned, partial rental returns will cause the entire order to be classified as "delayed" until the complete order is received. Orders must be returned to the RSC location it shipped from. If customer returns all or a portion of the rental order in error to a different location, the renter will be responsible for shipping costs associated with returning the to correct location and the order will not be classified as "returned" until it reaches the correct location. Unreturned items will be considered lost after 10 business days overdue will be charged at the full purchase price less the standard beRewarded discount.

11. Lost or Missing Goods: Lost items will be charged at the full purchase price less the standard beRewarded discount.

If renter requests time to return missing goods, the order will not be classified as "returned" until the missing goods are received and a charge of 2% of the total rental order will be applied for each day the goods are late - but not to exceed \$500 per day. Unreturned items will be considered lost after 10 business days overdue will be charged at the full purchase price less the standard beRewarded discount.

The Customer undertakes to immediately notify, in writing, beMatrix USA of any damage or technical defect to or caused by the rented goods that arises or occurs during the term of the rental agreement.

beMatrix USA is entitled to inspect the rented goods at the Customer's premises at any time.

The Customer is not permitted to carry out maintenance and repair work on the rented goods himself. If the Customer determines that repair work is required, the Customer undertakes to immediately inform beMatrix USA via emailing orders@bematrix.us. If the rented goods require urgent repairs or maintenance during the rental period, the Customer will tolerate this, without any right of compensation or dissolution of the rental agreement. The Customer also undertakes to allow beMatrix USA or a person appointed by beMatrix USA to carry out repair work due to normal wear and tear.

During the rental period, the Customer is liable for all possible damage or nuisance, including vandalism and force majeure, erroneous or not, caused to or by the rented goods.

The Customer undertakes to indemnify beMatrix USA against all possible third-party claims for compensation for damage caused by or with the rented goods during the rental agreement.

12. Intellectual Property Rights: beMatrix USA and/or an affiliated company reserves all industrial and intellectual property rights with regards to the delivered goods at all times. The rental can never result in a transfer of any industrial or intellectual property right. The Customer undertakes not to remove the trademarks of beMatrix USA and/or an affiliated company and/or other marks referring in any way to beMatrix USA and/or an affiliated company and/or its goods and/or services from the delivered goods nor to make them invisible. The Customer undertakes not to infringe any of the industrial and intellectual property rights of beMatrix USA and/or any affiliated company thereof and to immediately inform beMatrix USA writing of any infringements by third parties. In the event that a third party claims that the goods and/or services would constitute a violation of his rights, the Customer undertakes to immediately inform beMatrix USA of this in writing and on pain of forfeiting any possible redress on beMatrix USA.

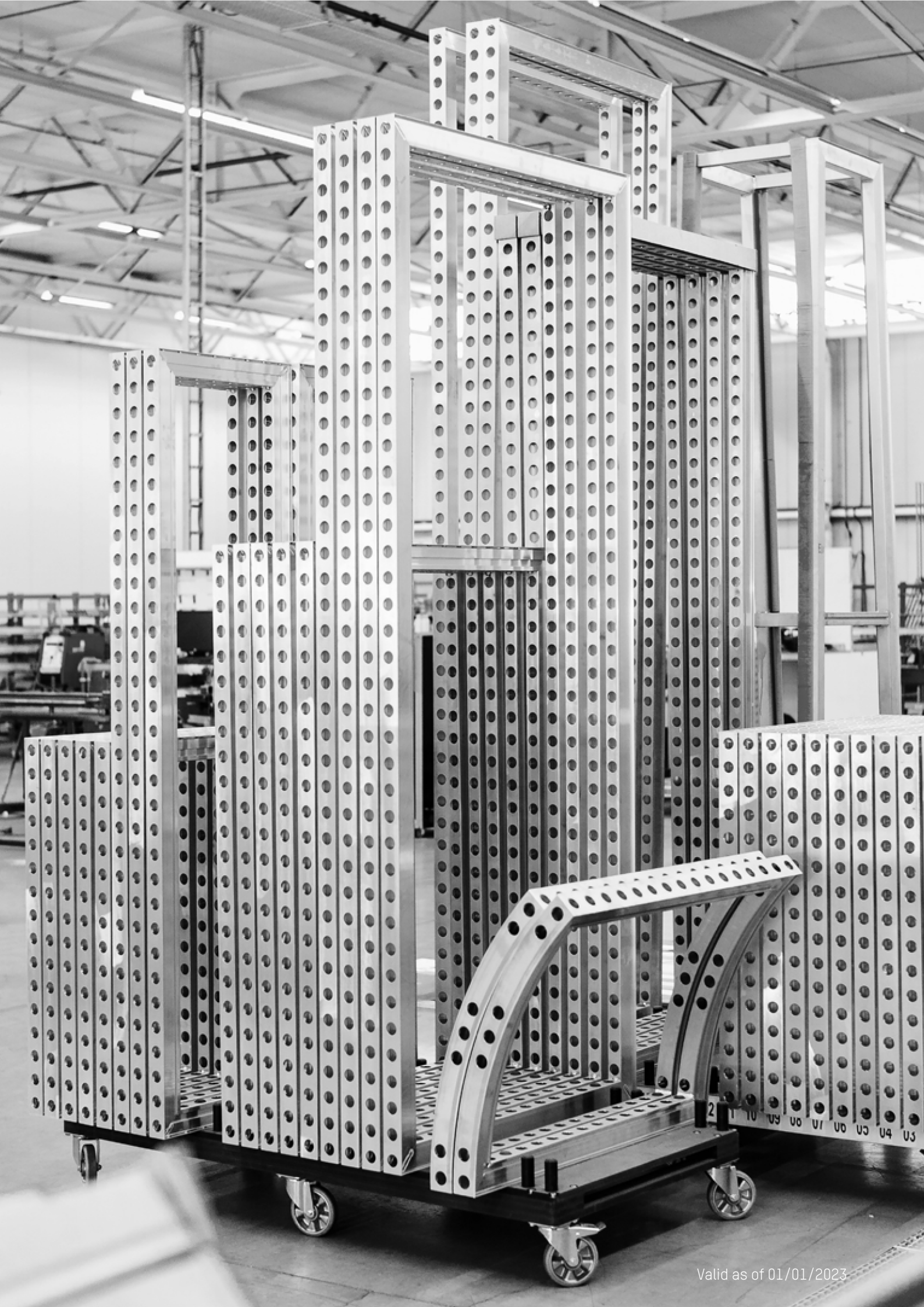
13. All agreements between beMatrix USA and the Customer are part of one single contractual relationship. If the Customer fails to fulfill his obligations under a particular agreement, beMatrix USA is entitled to suspend the further implementation of both the relevant and other current agreements.

beMatrix USA is entitled to dissolve any agreement with the Customer at any time, with immediate effect, by operation of law, without prior notice of default and without payment of any compensation in the following cases: (i) the Customer remains in default of (timely) fulfillment of one or more obligations arising from the agreement; (ii) in the event of a cessation of payment or (application for) bankruptcy or any reorganization by the Customer; (iii) in the event of liquidation or cessation of the Customer's activities; (iv) in the event of seizure of (part of) the Customer's assets. In the event of dissolution, all claims of beMatrix USA against the Customer become immediately due and payable. In this case the Customer owes beMatrix USA a lump-sum compensation of the full remaining balance of the rental order without prejudice to beMatrix USA right to a higher claim compensation if the actual loss suffered is higher.

14. All agreements concluded by beMatrix USA to which these general terms and conditions apply are exclusively governed by Georgia law. This provision applies in any case, regardless of the capacity of the parties, the place where the agreement was concluded or where the agreement must be concluded, insofar as the provision of applicable law is permitted.

All disputes between the Customer and beMatrix USA fall entirely within the Georgia jurisdiction of the competent courts of the registered office of beMatrix USA, unless beMatrix USA prefers to bring the claim before the court having jurisdiction in accordance with the legal code.

15. The possible nullity or unenforceability of one or several provisions (or parts thereof) of these terms and conditions does not in any way affect the validity and enforceability of any other provision of the terms and conditions. Where appropriate, the Customer and beMatrix USA confirm that the court has the authority to mitigate the clause in question to the maximum that is permitted within the relevant legal limits.





beMatrix head-office USA

4476 Park Drive
Norcross, GA 30093
T. +770 225 0552
help@beMatrix.com
www.beMatrix.com