

## **PURCHASE ORDER ATTACHMENT SA-009**

### **LEASE/RENTAL AGREEMENT**

1. LEASE/RENTAL AGREEMENT: The issuance and acceptance of a purchase order incorporating this attachment shall constitute and be referred to as a "Lease/Rental Agreement." For the purpose of this agreement, the words "Seller" or "Lessor" and "Buyer" or "Lessee" in the General Terms and Conditions of Purchase or other Attachments forming a part of this purchase order, shall mean "Supplier" and "Raytheon Company," respectively.
2. RENTAL CHARGES: The Supplier agrees to furnish Raytheon Company with the items described in this purchase order at the applicable rates specified, together with such delivery, installation, maintenance, or other service charges as may be mutually agreed upon by the parties to this agreement.
  - a. The date on which Raytheon Company shall be chargeable for rent on each item shall commence with its receipt by Raytheon Company, provided the item is ready for use upon receipt. In the event installation and checkout of an item is required, whether performed by the Supplier or Raytheon Company, rental and other Supplier service charges shall not commence until installation of the item is completed and the item is accepted for use by Raytheon Company. Rental charges shall cease upon delivery of the item to the Supplier or to a carrier on behalf of the Supplier.
  - b. The rental charges shall entitle Raytheon Company to unlimited operational use time and no rent shall be chargeable to Raytheon Company during the time when an item is not in good operating condition through no fault or negligence of Raytheon Company .
3. TAXES: The Supplier shall pay all license fees, registration fees, assessments, charges, and taxes now or hereafter imposed by any governmental body or agency upon the ownership, lease, rental, possession or use of the items covered by this agreement.
4. WARRANTY: The Supplier represents and warrants that the items furnished under this agreement are completely serviced and are in sound and safe operating condition on the date of delivery to Raytheon Company. Raytheon Company agrees, upon the expiration or termination of this agreement, to return the items to the Supplier in the same condition in which received by Raytheon Company, ordinary wear and tear excepted. The Supplier, at its own expense unless otherwise agreed by the parties to this agreement, agrees to furnish preventive and remedial maintenance of the items and will continue to service the items so long as such service may be necessary to insure satisfactory operation of the items.
5. TITLE AND RISK OF LOSS: Title to all items leased under this agreement shall remain in the Supplier. Raytheon Company shall be liable only for the loss, destruction, or damage to the leased items caused by its negligence. The Supplier shall hold and save Raytheon Company harmless from liability by reason of damage to, or loss or destruction of, the leased items which may result from any other cause.
6. TERMINATION: Fifteen (15) days after giving written notice, Raytheon Company shall have the right to terminate this agreement as to any item(s). Raytheon Company shall be relieved of any further obligation under this agreement with respect to the item(s); provided, however, that in the event of such termination, a pro rata amount of the rent due the Supplier shall be paid.

**END OF DOCUMENT**

***THE TEXT OF THIS DOCUMENT SHALL NOT BE CHANGED EXCEPT BY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.***

***03/00 Edition***