



EQUIPMENT RENTAL AGREEMENT

rentalXray, a brand of OPENCBCCT LLC · Niles, Illinois · (224) 600-2727 · order@rentalxray.com · Agreement version 2026-10-25

This Equipment Rental Agreement (the "Agreement") is made between **OPENCBCCT LLC**, an Illinois limited liability company doing business as rentalXray ("Owner"), and the dental practice named below ("Renter"). Owner and Renter agree as follows.

Customer ID: _____ Renter (legal name): _____ Entity type / state: _____

Place of use (address): _____

Authorized signer: _____ Title: _____ E-mail: _____

Phone: _____ Wanted from: _____

1. DEFINITIONS

"**Equipment**" means each unit listed in Schedule A, with its accessories, software, manuals, replacements, substitutions and upgrades. "**Installation Date**" means the date a unit is installed and the Delivery and Acceptance Certificate (Schedule C) is signed or deemed signed. "**Minimum Term**" means, for each unit, 36 months from its Installation Date for a CBCT and 24 months for every other unit. "**Monthly Rent**" means the amount for each unit in Schedule A. "**Unit Value**" means the value of each unit stated in Schedule A.

2. RENTAL, TERM AND RENEWAL

2.1 Owner rents the Equipment to Renter, and Renter rents it from Owner, on these terms. Each unit is rented for the Minimum Term. 2.2 After the Minimum Term the rental continues month to month at the same Monthly Rent until Renter returns the unit with 30 days' written notice or buys it under Section 15. 2.3 Additional units may be added by a new Schedule A signed or accepted online; each added unit has its own Minimum Term.

3. RENT, PAYMENT AND CHARGES

3.1 Monthly Rent is due in advance on the 1st day of each month, beginning on the Installation Date (the first month is prorated). 3.1a **Advance rent.** Before delivery, Renter pays one month of Monthly Rent for all units ordered ("Advance Rent"). Owner orders the Equipment from its supplier only after Advance Rent is received. Advance Rent is not a deposit: it is applied to the **last month** of the Minimum Term (or of the rental, if later). If Renter cancels before delivery, Advance Rent is kept to cover ordering and restocking costs; if Renter cancels or defaults after delivery, Owner may apply it to any amount due. 3.2 Renter authorizes Owner to charge the card or bank account (ACH) on file automatically for all amounts due and agrees to keep a valid payment method on file. 3.3 A payment not received within 10 days of its due date carries a late charge of 5% of the late amount. A returned or declined payment carries a \$35 fee. Unpaid amounts bear interest at 1.5% per month or the highest rate allowed by law, whichever is lower. 3.4 Renter pays all sales, use, personal-property and similar taxes and government fees on the Equipment or the rent, except taxes on Owner's net income. 3.5 "All included" pricing (all five units in Schedule A) is a 20% discount that applies only while all five units remain rented; if any unit is returned or bought out, the remaining units revert to their single-unit Monthly Rent.

4. PAYMENT OBLIGATION IS UNCONDITIONAL (NET RENTAL)

RENTER'S OBLIGATION TO PAY ALL MONTHLY RENT AND OTHER AMOUNTS FOR THE MINIMUM TERM IS ABSOLUTE AND UNCONDITIONAL AND IS NOT SUBJECT TO ANY ABATEMENT, SET-OFF, COUNTERCLAIM, DEFENSE OR REDUCTION FOR ANY REASON, INCLUDING DAMAGE TO, LOSS OF, DEFECT IN, OR DISSATISFACTION WITH THE EQUIPMENT, OR INTERRUPTION OF RENTER'S BUSINESS. RENTER'S CLAIMS ABOUT THE EQUIPMENT ARE TO BE MADE SEPARATELY AND DO NOT EXCUSE PAYMENT.

5. DELIVERY, INSTALLATION AND ACCEPTANCE

5.1 Owner delivers and installs the Equipment at the place of use. Renter must, at its cost and before delivery, prepare the site: room, wall or floor support, electrical circuits, network, shielding and any plan review or permits required by law (for example, Illinois Emergency Management Agency (IEMA) registration and shielding plans). Delays caused by an unprepared site may be charged at Owner's standard service rates. 5.2 After installation Owner runs an acceptance test. Renter signs the Delivery and Acceptance Certificate (Schedule C). If Renter neither signs nor gives written notice of a specific defect within 3 business days after installation, the unit is deemed accepted. 5.3 Owner may deliver a unit of a different brand or model under Section 9.

6. TITLE, TRUE RENTAL AND SECURITY INTEREST

6.1 The Equipment is and remains Owner's personal property. Renter obtains only the right to use it under this Agreement and has no ownership or equity in it unless and until a buy-out is paid in full. This Agreement is intended as a true lease ("lease" under Article 2A of the Uniform Commercial Code). 6.2 Renter will keep the Equipment free of all liens, claims and encumbrances, will not sell, pledge, sublet or lend it, and will keep it from becoming a fixture. 6.3 As a precaution, if this Agreement is ever found not to be a true lease, Renter grants Owner a first-priority security interest in the Equipment and its proceeds to secure all amounts owed. Renter authorizes Owner to file UCC financing statements and to mark the Equipment as Owner's property.

7. USE, LOCATION AND LEGAL COMPLIANCE

7.1 Renter will use the Equipment only in its dental practice, at the place of use, by trained and properly licensed or permitted personnel, in line with the manufacturer's instructions and all laws. 7.2 Renter is solely responsible, at its cost, for every registration, inspection, operator credential, dosimetry, radiation-protection and record-keeping requirement that applies to diagnostic X-ray equipment in its state (in Illinois, IEMA rules), and for all clinical use and diagnosis.

Owner's guidance on registration is a courtesy, not legal or regulatory advice. 7.3 Renter will not move the Equipment from the place of use, alter it, or let anyone other than Owner or its authorized technician open, repair or relocate it, without Owner's written consent. 7.4 Owner and its agents may inspect the Equipment during normal business hours on reasonable notice.

8. MAINTENANCE AND SERVICE WHILE RENTED

8.1 While a unit is rented and the account is current, Owner provides preventive maintenance, repair of normal wear and ordinary failures, calibration and first staff training at no extra charge. Owner will use reasonable efforts to respond to service requests within 2 business days; response times are targets, not guarantees, and rent is not reduced for downtime. 8.2 Not covered (charged at Owner's standard rates plus parts): damage under Section 10, consumables and accessories (for example bite blocks, sensor covers, holders, cables damaged by use), power surges or electrical faults on Renter's side, network or computer problems on Renter's systems, relocation, and service requested by Renter outside normal business hours. 8.3 Renter will perform daily care in the user manual, keep the Equipment in a suitable environment, and protect it with a surge protector or UPS where the manufacturer recommends one.

9. SUBSTITUTION OF MODELS

Brands and models may be replaced with equivalent or better units depending on supplier availability. Owner will tell Renter before delivery. A substitution does not change the Monthly Rent, the Minimum Term or Renter's obligations.

10. RISK OF LOSS AND DAMAGE

10.1 From delivery until the Equipment is returned to Owner, Renter bears the entire risk of loss, theft, destruction and damage from any cause. 10.2 **Damage caused by negligence or misuse** — including drops, impact, liquid, fire, unauthorized moves, unauthorized repairs or modifications, use against the manufacturer's instructions, or operation by untrained persons — is Renter's responsibility. Renter pays the cost of repair, or, if Owner determines a unit cannot reasonably be repaired, the Unit Value less rent already paid toward that unit for the current Minimum Term (but never less than 50% of the Unit Value). 10.3 Renter will notify Owner within 24 hours of any loss, theft, damage or malfunction. No loss or damage relieves Renter of its payment obligations.

11. INSURANCE

11.1 Before delivery and for as long as Renter has the Equipment, Renter will keep at its cost: (a) all-risk property insurance on the Equipment for its full replacement value, naming OPENCBCT LLC as loss payee; and (b) commercial general liability insurance of at least \$1,000,000 per occurrence naming OPENCBCT LLC as additional insured. 11.2 Renter will give Owner a certificate of insurance before delivery and on each renewal. Policies must give Owner 30 days' notice of cancellation. 11.3 If Renter fails to insure, Owner may (but need not) insure the Equipment and charge the premium plus a \$25 monthly administration fee to Renter.

12. PATIENT DATA, SOFTWARE AND PRIVACY

12.1 The Equipment and its software may store patient images and information. Renter is the covered entity responsible for that information under HIPAA and state law. Owner's technicians will access patient data only as needed for service, and the parties will sign a Business Associate Agreement on request. 12.2 Before any return or exchange, Renter must export and delete patient data from the Equipment and any Owner-supplied computers; Owner may wipe returned storage without liability. 12.3 Software is licensed, not sold, under the manufacturer's license terms, which Renter agrees to follow. Renter will not copy, reverse-engineer or transfer it.

13. WARRANTIES AND LIMITATION OF LIABILITY

13.1 OWNER IS NOT THE MANUFACTURER. EXCEPT AS STATED IN SECTION 8, THE EQUIPMENT IS RENTED "AS IS". OWNER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR RESULT OF ANY DIAGNOSIS OR TREATMENT. TO THE EXTENT ASSIGNABLE, OWNER PASSES MANUFACTURER WARRANTIES THROUGH TO RENTER WHILE THE EQUIPMENT IS RENTED. 13.2 OWNER IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, LOST REVENUE, LOST PATIENTS, OR LOSS OF DATA, HOWEVER CAUSED. OWNER'S TOTAL LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE MONTHLY RENT RENTER PAID FOR THE AFFECTED UNIT IN THE 3 MONTHS BEFORE THE CLAIM.

14. INDEMNITY

Renter will defend, indemnify and hold harmless Owner, its members, employees and lenders from all claims, losses, damages, fines, penalties and costs (including reasonable attorneys' fees) arising from the possession, use, operation or condition of the Equipment while in Renter's care, any patient care or diagnosis, any breach of this Agreement, or any violation of law by Renter, except to the extent caused by Owner's gross negligence or willful misconduct. This Section survives the end of this Agreement.

15. BUY-OUT OPTION

15.1 After a unit completes its Minimum Term with all amounts paid, and if Renter is not in default, Renter may buy that unit for **50% of its Unit Value** (Schedule A), plus applicable taxes, by written notice and payment in full. 15.2 On payment, Owner transfers title to the unit "as is, where is", free of liens created by Owner. 15.3 **From the transfer date the unit belongs to Renter, and all maintenance, repairs, service, parts, software support, registration, inspections and risk are at Renter's cost.** Owner may offer a separate paid service plan.

16. EARLY CANCELLATION

16.1 Renter may cancel a unit before the end of its Minimum Term by 30 days' written notice and payment of an **early-cancellation fee equal to 50% of the Monthly Rent remaining for that unit through the end of its Minimum Term**, plus de-installation and return shipping at Owner's standard rates, plus all amounts already due. Example: a CBCT (36-month Minimum Term) cancelled after 12 months = $24 \times \$1,670 \times 50\% = \$20,040$, plus de-installation and

shipping. 16.2 The parties agree this fee is a reasonable pre-estimate of Owner's damages (equipment purchase, financing, installation, and re-marketing costs) and is not a penalty.

17. RETURN OF EQUIPMENT

17.1 At the end of the rental (other than a buy-out), Renter will make the Equipment available for de-installation, complete, in good working order, ordinary wear excepted, with patient data removed under Section 12. 17.2 Owner de-installs and ships at its cost at the end of a completed rental; at Renter's cost on early cancellation or default. 17.3 Rent continues until the Equipment is returned. Missing parts and damage beyond ordinary wear are charged under Section 10.

18. DEFAULT

Each is an "Event of Default": (a) any payment is more than 15 days late; (b) Renter breaks any other term and does not cure it within 15 days after notice; (c) Renter moves, sells, sublets, encumbers or loses possession of the Equipment without consent; (d) Renter stops doing business, becomes insolvent, makes an assignment for creditors, or a bankruptcy or receivership proceeding is started by or against Renter; (e) Renter's practice is sold or its control changes without Owner's consent; (f) any statement by Renter or a guarantor is materially false; or (g) any guarantor defaults or revokes its guaranty.

19. REMEDIES

On an Event of Default, Owner may do any one or more of the following, in addition to any other right at law: (a) declare immediately due all past-due amounts plus all Monthly Rent remaining through the end of the Minimum Term for every unit, discounted to present value at 3% per year; (b) suspend service and remotely disable software features where technically possible; (c) enter the place of use during business hours and repossess the Equipment without court order, to the extent allowed by law, without liability for doing so; (d) re-rent or sell the Equipment and credit net proceeds, after costs, to Renter's account; and (e) recover all costs of enforcement and collection, including reasonable attorneys' fees, court costs, repossession, storage and repair. Remedies are cumulative. Owner's delay in using a right is not a waiver.

20. ASSIGNMENT

Renter may not assign this Agreement or sublet the Equipment without Owner's written consent. Owner may sell, assign or pledge this Agreement, the rent and the Equipment, in whole or in part, to a lender or other party without notice to or consent from Renter. An assignee has all of Owner's rights but none of Owner's service obligations, which remain with Owner. Renter will not assert against any assignee any claim or defense it may have against Owner.

21. GUARANTY

If Owner requires it, the owner(s) of Renter will sign the Personal Guaranty in Schedule B as a condition of delivery.

22. GOVERNING LAW, VENUE AND JURY WAIVER

This Agreement is governed by the laws of the State of Illinois, without regard to conflict-of-law rules. Each party consents to the exclusive jurisdiction of the state and federal courts located in Cook County, Illinois, except that Owner may bring an action to recover Equipment wherever it is located. **EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF THIS AGREEMENT.** To the extent permitted by law, Renter waives any rights under UCC Sections 2A-508 through 2A-522.

23. ELECTRONIC ACCEPTANCE AND RECORDS

Renter may accept this Agreement online by ticking "I have read and agree to the Equipment Rental Agreement" before payment. That acceptance, recorded with the agreement version, date, time, the person's name, e-mail and IP address, is an electronic signature under the federal E-SIGN Act and the Illinois Electronic Commerce Security Act and binds Renter as if signed in ink. The person accepting confirms that he or she is authorized to bind Renter. Owner's electronic records are evidence of the terms accepted.

24. GENERAL

24.1 **Entire agreement.** This Agreement with its Schedules and any order confirmation is the entire agreement and replaces all prior proposals, quotes and website summaries; if they conflict, this Agreement controls. 24.2 **Changes.** Changes must be in writing and accepted by both parties (online acceptance counts). 24.3 **Notices.** Notices must be in writing to the addresses above or by e-mail to order@rentalxray.com (Owner) and the signer's e-mail (Renter). 24.4 **Force majeure.** Owner is not liable for delays caused by events beyond its reasonable control, including supplier shortages, shipping delays and public emergencies; such events do not excuse Renter's payments. 24.5 **Severability.** If any provision is unenforceable, it is limited to the extent needed and the rest remains in force. 24.6 **Survival.** Sections 3, 4, 10, 12, 13, 14, 16, 17, 19 and 22 survive termination. 24.7 **Counterparts.** This Agreement may be signed in counterparts and electronically.

SCHEDULE A — EQUIPMENT, MONTHLY RENT AND BUY-OUT

Equipment (Owandy, or equivalent or better under Section 9)	Unit Value	Monthly Rent	Buy-out after the Minimum Term (50%)	Qty	Serial no.
CBCT, 3D + panoramic (Owandy I-Max 3D PRO) — 36-month Minimum Term	\$60,000	\$1,670	\$30,000		
Panoramic X-ray, 2D (Owandy I-Max)	\$20,000	\$850	\$10,000		
Intraoral scanner (Owandy-IOS)	\$10,000	\$420	\$5,000		
Digital intraoral sensor (Owandy Opteo)	\$4,000	\$170	\$2,000		
Handheld X-ray (Owandy)	\$5,000	\$210	\$2,500		
Dental chair package (chair, LED light, delivery system, stool)	\$12,000	\$500	\$6,000		
All included — the five Owandy units above, chair not included (20% off, Section 3.5)	\$99,000	\$2,656	sum of units		

Included while rented: delivery, installation, acceptance test, first staff training, preventive maintenance and repair of normal wear (Section 8). Not included: site preparation, registrations and inspections (Sections 5 and 7), insurance (Section 11), taxes (Section 3.4).

Advance Rent (1 month, applied to the last month): _____ Installation Date(s): _____ First payment date: _____ Payment method: ☐ Card ☐ ACH

SCHEDULE B — PERSONAL GUARANTY (IF REQUIRED)

For value received, the undersigned unconditionally and irrevocably guarantees to OPENCBCT LLC and its assigns the full and prompt payment and performance of every obligation of Renter under this Agreement, as a primary obligor and not merely as a surety. Owner need not first proceed against Renter or the Equipment. This guaranty continues until all obligations are paid in full and is not affected by any extension, change, settlement or release given to Renter. The guarantor waives notice of acceptance, presentment, demand, protest and default, and agrees to Section 22 (Illinois law, Cook County courts, jury waiver).

Guarantor signature: _____
Printed name: _____
Home address: _____
Date: _____

SCHEDULE C — DELIVERY AND ACCEPTANCE CERTIFICATE

Renter confirms that the units listed below were delivered and installed at the place of use, passed the acceptance test, that staff received first training, and that Renter accepts them for all purposes of this Agreement. Rent begins on the Installation Date below.

Unit	Serial no.	Installation Date	Acceptance test passed
			☐ Yes
			☐ Yes
			☐ Yes

SIGNATURES

Owner: OPENCBCT LLC (rentalXray)

By: _____

Name / title: _____

Date: _____

Renter: _____

By: _____

Name / title: _____

Date: _____

Draft standard terms of OPENCBCT LLC, version 2026-10-25. To be reviewed by Illinois counsel before first use. Owandy and product names belong to their owners; rentalXray is not the manufacturer.