



# Rental Agreement

This Equipment Lease Agreement is effective as of the date of order and is made between (the "Lessor"), organized under the laws of Australia, with offices at 2/13 Dale St, Brookvale, NSW and (the "Lessee").

## PRECAUTIONS and CONTRA-INDICATIONS

1. Labour TENS contains electrical components and MUST NOT be used in water. Remove TENS before entering bath or shower.
2. SHOULD NOT be used by persons with a cardiac pacemaker.
3. Persons with heart disease or epilepsy should seek approval from their doctor before use.
4. SHOULD NOT be applied internally or used on broken, bruised or cracked skin or open wounds.
5. SHOULD NOT be placed on areas of the skin where normal sensation is absent.
6. Electrode Pads SHOULD NOT be placed over the heart or chest, on the neck or head.
7. Keep out of reach of children and pets.
8. Some electrical foetal monitoring may be affected by Labour TENS use. Please turn off TENS if requested by your midwife or doctor.
9. NOT to be used before 36 weeks gestation without prior consultation from your doctor (other than a short test).
10. Only to be used when in active labour and not before, other than a short 5-minute test.

## Contact Labour TENS immediately if you have any concerns.

WITNESSETH that in consideration of the mutual covenants and agreements to be performed and kept during the terms hereof and of any renewal, the Lessor and the Lessee covenant and agree as follows:

### 1. LEASE

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the equipment shown in the Rental Order (the "Rental Order") executed online or any other means ("Equipment").

### 2. TERM

The term of this Lease shall commence at the time of order confirmation and ends on the return of the hired equipment "order returned". The Equipment must be returned via a traceable postage service, or locally delivered by Lessee to Labour TENS office during business hours on the last day of the Rental Period. In the event the last day is a weekend or postal holiday, a shipping extension to the next delivery working day is granted. Should Lessee return the Equipment using a shipping label not provided by Lessor, and the Equipment is not dispatched on or before the expected return date, Lessor reserves the right to charge the Lessee additional Rent for the extra time.

### 3. RENTAL FEES

All rental fees will be paid in full at the time of check out. Any additional rental period will be paid by the lessee via credit card on file.

### 4. USE

Lessee shall use the Equipment in a careful, safe and appropriate manner and shall comply with and conform to all national, state, and other laws, and regulations in any way relating to the possession, use or maintenance of the Equipment including any manufacturer's recommendations as to the safe use of the Equipment.

## 5. REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Lessee has selected the Equipment without relying upon any suggestion or recommendations of Lessor or its employees and Lessee understands and agrees that Lessor assumes no responsibility for the Equipment as being fit for any other purpose.

Lessor represents and warrants as follows:

(1) The Equipment is free from known defects and, although used, is in good working order to the best of its knowledge at the inception of the rental.

(2) Lessor is responsible for the cost of any replacement, or repair of the Equipment at the end of the rental.

(3) Lessor has the right to enter into the rental of the equipment. Lessee agrees as follows:

Except as set forth in lessor's representations and warranties above, the equipment is Rented to lessee without any warranty or guaranty of any kind, express or implied. The Lessee is responsible for all costs associated with any repair or replacement (without Deduction for depreciation) of the equipment necessitated as a result of lessee's usage, Possession, transportation or failure to return the equipment for any reason, including, Without limitation, as a result of the negligence or wilful misconduct of lessee. Lessee represents warrants and agrees that lessee has complied and will continue to comply with all manufacturer's specifications as to the safe use of the equipment.

## 6. USED EQUIPMENT

Lessee acknowledges that the Equipment may be used and may be cosmetically flawed. However, Lessor warrants that the Equipment, whether new or used, will be in proper working condition when leased to Lessee. Should Lessee discover that the Equipment, as received, is not working properly, Lessee agrees to notify Lessor.

## 7. ORDER ACCEPTANCE POLICY

Your receipt of an electronic or other form of order confirmation does not signify Lessor's acceptance of Lessee's order, nor does it constitute confirmation of Lessor's offer to rent. Labour TENS reserves the right at any time after receipt of Lessee's order to accept or decline Lessee's order or to supply less than the quantity Lessee ordered of any item for any reason.

## 8. OUT-OF-STOCK PRODUCTS AND MULTIPLE PRODUCT ORDER

Lessor will ship, or allow for pick up by Lessee, Equipment as it becomes available. There may be times when the Equipment Lessee ordered is out-of-stock which will delay fulfilling Lessee's order. Lessor makes no guarantees as to availability of Equipment. Any estimate of availability provided by Lessor is based on the assumption that each of Lessor's customers return Equipment within the prescribed Rental Period and/or new equipment will arrive to lessor at the estimated time quoted Lessor's vendor. Lessor will keep Lessee informed of any Equipment that Lessee has ordered that is out-of-stock and unavailable for immediate shipment, for pick up by Lessee. If Equipment is out-of-stock or unavailable, Lessee may cancel the order at any time prior to shipment or pick up by Lessee. For a multiple product order, Lessor will make every attempt to ship, or allow for pick by Lessee, all products contained in the order at the same time. Equipment that is unavailable at the time of shipment, or pick up by Lessee, will be shipped, locally delivered by Lessor, or picked up by Lessee as it become available unless Lessee notifies Lessor of their alternate wishes to this end.

## 9. SHIPPING, OR PICK UP

All return shipping is the sole responsibility of the Lessee. Lessor does not ship on weekends or public holidays. Lessee may locally return deliver on public holidays by placing the TENS in the delivery box beside the front door. Lessor cannot guarantee the arrival date of the order as that is outside the control of Lessor. Any shipping or transit time estimates provided by Lessor are estimates only. Lessee is encouraged to order in a timely fashion to avoid delays caused by shipping. Lessee agrees to obtain and retain the shipping receipt for all return shipping until Lessor notifies Lessee of Lessor's receipt of such returned product.

## 10. CANCELLATIONS

Lessee may cancel a pending reservation up to 24 hours prior to order shipment by Lessor or pick up by Lessee. Failure to do so will result in the full rental for all Equipment charged to Lessee. Lessee may cancel within 24 hours of placing an order with a refund minus any admin fees, as long as order has not shipped by Lessor, or been picked up by Lessee.

## 11. OPERATION

Lessee will have discussed and sought approval from their medical practitioner before using the Labour TENS. The lessee will follow the instructions as provided and will use the machine under medical supervision. Lessee shall only allow the Equipment to be used by the lessee and/or qualified medical personnel, and only in strict accordance with the instructions of the Equipment manufacturer. Such qualified or licensed technicians and personnel should know all the proper protocols to safeguard the public, data and Equipment, and should be competent with regard to the normal operation of the Equipment. Lessee shall keep the Equipment in their sole custody at all times and shall not permit the Equipment to be used by others.

## 12. STORAGE

Lessee must store the equipment safely in a cool place and kept out of reach from children and pets.

## 13. AGE

Due to the nature of the Equipment Lessor will not rent Equipment to persons under the age of 18. Lessee agrees not to allow any person to operate, pick up, or return the Equipment who is under the age of 18.

## 14. REPAIRS

Lessee agrees not to attempt to repair or materially alter the physical or other makeup of the Equipment under any circumstances regardless of fault.

## 15. LOSS AND DAMAGE

Lessor shall provide Lessee with a list of items contained in the equipment hire package, if any items are missing as soon as possible and no longer than 48 hours after the Equipment has been received to Lessee must contact the lessor. Lessor upon receipt of the returned hire equipment will inspect the contents and inform the lessee of any missing or damaged items as soon as possible. Equipment is in Lessee's custody and control at all times during the hire period and at all locations while in Lessee's use. Lessee is responsible for returning the Equipment to/from the rental facility during normal business hours. If Lessor delivers and/or picks up the Equipment, Lessor will be responsible for the risk of loss in transit while the Equipment is in the custody of Lessor and Lessee will be responsible for delivery costs if the pre-paid satchel is lost.

In the event of damage of any kind whatever to the Equipment, Lessor may:

- (1) charge Lessee's credit card for the full cost of repair; and
- (2) repair the Equipment using a vendor at Lessor's sole discretion.

In the event the Equipment is damaged beyond repair or is lost, Lessor may:

- (3) charge Lessee the full replacement value (up to \$200) without deduction for depreciation of the lost or damaged Equipment. In the event the Equipment becomes damaged beyond repair, Lessee shall pay Lessor the full replacement value of the Equipment without deduction for depreciation. Lessee must ensure that the Equipment, when returned to Lessor, is clean. Should the returned Equipment be deemed dirty in Lessor's sole judgment, Lessor reserves the right to charge Lessee a "Cleaning Fee".

## 16. NON-WORKING EQUIPMENT

Lessee shall notify Lessor within 48 hours of receipt of Equipment of any missing items, malfunction and/or alleged damage to such Equipment. In the event Equipment is not functioning and/or damaged other than as a result of Lessee's negligence or wilful acts, Lessee must not attempt to repair or modify the equipment himself/herself. Lessee must return such non-working Equipment to Lessor and Lessor will replace the non-working Equipment with a functioning equivalent ("Replacement Equipment") or offer Lessee a credit or full refund of all rental charges paid by Lessee if appropriate. The rental period for all such non-working Equipment so returned will commence upon Lessee's receipt of the replacement Equipment. Once Lessor receives notification of suspected damage of Equipment in transit, Lessor shall send such damaged Equipment to the lessor for inspection and repair. Lessee and Lessor hereby agree to be bound by the damage report provided by such manufacturer as to the cause and liability of such damage.

## 17. SURRENDER

Upon the expiration or earlier return of the hire equipment, Lessee shall return the Equipment to Lessor in good repair, cleaned and in good condition and working order, ordinary wear and tear resulting from proper use thereof excepted, by delivering the Equipment at Lessee's either in the pre-paid satchel provided or at cost and expense via tracked shipping by Lessor. Lessee shall be responsible for proper packaging of the returned Equipment using shipping and packaging materials provided by Lessor in the order shipment. Lessor's acceptance of the Equipment upon return by Lessee shall not represent Lessor's determination as to the condition of the returned Equipment. Lessor reserves the right to inspect the Equipment within a

reasonable time after the return of the Equipment and make a determination as to whether such returned Equipment was damaged during the Rental Period.

#### 18. INDEMNITY

Lessee agrees to indemnify, defend and hold harmless Lessor and its officers, employees, agents and licensees against any and all claims, actions, damages, liabilities and expenses arising from the use, possession or operation of the Equipment and by whomsoever operated at the direction of the Lessee, Lessee's breach of any representations or warranties made herein, or from the negligence or wilful conduct of Lessee, its employees, agents or contractors. This indemnification shall survive the term of the rental agreement. Lessor agrees to indemnify, defend and hold harmless Lessee and its officers, employees, agents and licensees solely as respects bodily injury and property damage claims, actions, damages, liabilities and expenses arising from Lessor's negligence or wilful misconduct of Lessor, or that of Lessor's employees, agents, or contractors. This indemnification shall survive the term of this Equipment Lease.

#### 19. DEFAULT

In the event that Lessee

(1) fails to pay any additional hire costs or other amount herein provided within ten (10) days after the same is due and payable, the lessor will have the right

To charge Lessee's credit card on file for all amounts due (including any late fees) and owing.

To sue for and recover all rents, and other payments, then accrued or thereafter accruing. To take possession of the Equipment, without any prior notice to Lessee.

To terminate this Lease.

To pursue any other remedy at law or in equity.

Notwithstanding any repossession or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of the Lessee to be performed under this Lease. All of Lessor's remedies are cumulative and may be exercised concurrently or separately.

#### 20. TITLE

Lessee specifically acknowledges Lessor's ownership of the Equipment contained in the hire package.

#### 21. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered, or changed except by a further writing signed by the parties hereto.

#### 22. NOTICES

Service of all notices under this Agreement shall be sufficient if given personally or by Email.

#### 23. GOVERNING LAW

This Equipment Lease has been entered into in NSW, Australia and shall be governed by laws of NSW Australia, without reference to any conflicts of law principles. If any portion of this agreement is found to be invalid, unenforceable, waived or otherwise deficient, it shall be severable from the remaining provisions and all other provisions shall remain in full force and effect.

#### 24. DEFINITIONS

As used in the Rental Order and these Terms and Conditions, the following terms have the following meanings: "Lessee" shall mean the entities and/or individuals so identified on the Rental Order; "Equipment" shall mean all equipment and/or vehicle(s) so listed in the Rental Order.