

# Handheld Device (M3) Loan Agreement for ROI



**€49.00 per unit / per week**

(Effective 01/08/2011)

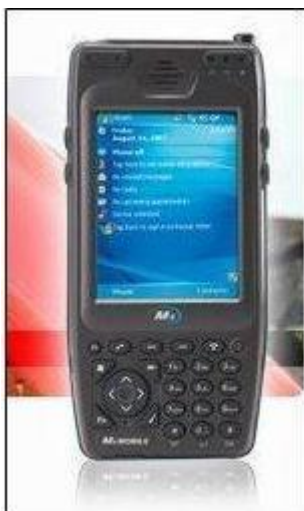
Store Name: \_\_\_\_\_

Date required: \*     \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Proposed time required in weeks: \*\*     \_\_\_\_\_ (Whole weeks only)

Number of Handhelds required: \_\_\_\_\_

**It is advised that you contact your insurance company and get full insurance cover for the M3. This unit is worth €1085 so the insurance would need to cover this (per unit) for the duration of the loan**



## Specification of M3

- Mobile Compia Rugged.
- Rugged and durable - IP64 rated
- Windows CE Operating System
- Value - €1085

## Return Address

The Good Health Company  
10 Manderwood Park  
Lisnaskea  
Co Fermanagh  
BT92 0FP

\* Please note that cancellations must be made 48 hours before the date required or a charge for a 1 week loan (per unit) will be charged.

\*\* This can be changed but we must be notified 72 hours in advance and is subject to availability.

## Terms & Conditions Specific to the Loan of Equipment

### 1. Definitions & Law

The Contract is the document or documents that set out these Conditions and all other details about your agreement with us. "We" and "Us" mean Emporio UK Ltd as the supplier of the loaned equipment. "You" means the firm, company, corporation, or public authority or body to whom we supply Equipment on loan. "Equipment" means the loan items referred to in the Contract. These Conditions exclude any terms and conditions you may have put forward, except where we have agreed to any amendments or other conditions in writing. The Contract will be governed by and interpreted in accordance with English Law.

### 2. Basis of Charging

You will pay the agreed loan charge for the period requested. If returned late for every day you will be charged 1/7<sup>th</sup> of our weekly loan rate.

### 3. Delivery Charges

Loan charges include the cost of carriage from our Company to your specified delivery address. You are responsible for the cost of shipping the loan units to The Good Health Company as per the return address on the first page. We will arrange and pay for the pickup from The Good Health Company.

### 4. Return of Equipment

You must retain all the original packaging and reuse this to ensure the safe return of all items. You must use a suitable courier or postal service with adequate insurance and tracking facility to return the Equipment to The Good Health Company. Do not ship the loan unit box back with no additional packaging. Damaged boxes will be charged at €25.

### 5. When the Contract comes into Effect

The Contract comes into being when you have placed an order giving details of your requirements and have agreed to be bound by these Conditions and we have accepted your order. A confirmation order detailing your requirements is required in writing by post or fax. Upon receipt of your loan order we can arrange to fax or email you a pro-forma invoice if you require.

### 6. Safety & Instructions

It is your responsibility to make sure that the Equipment is suitable to be used for your chosen application and all persons who use the Equipment are properly instructed in its safe and correct use and they are in possession of all instructions supplied by us. You must ensure that the Equipment is not misused. Any communication provided by the company or employees in any form whatsoever is made in good faith however, selection and suitability of loan equipment is your responsibility.

### 7. Responsibility of Hirer (Your Responsibilities).

Your responsibilities include safekeeping of the Equipment, and protection against the elements, theft, vandalism or improper use. You are responsible for the return of the Equipment at the end of loan. Your responsibility ends only when the Equipment has been returned and you have our unqualified confirmation of this. You must not sell or otherwise part with control of the Equipment. You will indemnify us against any and every expense, liability, financial loss, claim or proceedings whatsoever, and in respect of any death or personal injury whatsoever or damage to or loss of property whatsoever.

### 8. Electrical Equipment

Where any or part of the Equipment is electrical it should normally be used with plugs and/or sockets as fitted but if temporarily fitted with other suitable plugs or sockets, this must be carried out by a competent person who must also return it to its original condition. It will be your responsibility at all times to arrange a suitable supply of electricity for use with the Equipment. Under no circumstances should electrical Equipment be used without it being correctly earthed unless it is of double insulated specification.

9. Maintenance of Equipment, Breakdown Procedures and Accident Reporting

You must keep yourself acquainted with the state and condition of the Equipment and ensure that it remains safe, serviceable and clean. Any breakdown or any unsatisfactory working of Equipment must be immediately notified to us. Under no circumstances must you repair or attempt to repair the Equipment unless authorised by us. The Equipment must be returned to our premises for examination except where examination elsewhere has been mutually agreed upon. You must notify us immediately if the Equipment is involved in any accident resulting in damage to the Equipment or to other property, or injury to any person.

10. Limits of Liability

- I. All times which we state or quote for delivery or collection are approximate.
- II. We will not be liable for any delays caused by any circumstances beyond our reasonable control.
- III. We will not be liable for any indirect loss, loss of business, profits, savings you expected to make, wasted money, wages, fees or expenses, due to late delivery, unsuitability, breakdown or stoppage of the Equipment or any part of it.

11. Non-returned, Lost or Stolen, Damaged Equipment

- i. You have full responsibility for the care and safekeeping and return in good order of the Equipment.
- ii. You will pay to us all costs we incur in rectifying any Equipment returned damaged.
- iii. Where Equipment is lost or stolen or damaged beyond economic repair, you will pay for all financial loss to us until you have paid to us the replacement cost. This is without prejudice to our other rights.

12. Termination of Loan

We will be entitled at any time if you break the Contract or if any proceedings are commenced in which your solvency is called into question to terminate this Contract with immediate effect and to repossess any or all of the Equipment. Such termination will not affect our right to recover from you any money due to us under this Contract or damages for breach of contract.

13. Our Rights of Access

You authorise us to enter any land or premises where we reasonably believe any Equipment to be, in order to inspect, test, repair, replace or repossess it.

14. Rights Reserved

Any failure by us to enforce any or all of these Conditions shall not amount to, or be interpreted as, a waiver of any of our rights.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

By signing this document you agree to the terms outlined in the terms and conditions.

**Please fax this completed and signed form back to Emporio UK Ltd on +44 1202 837 915**