

MediCapital Rent GmbH - General terms and conditions of rent

ARTICLE 1. RENTAL

The applicability of the following general terms and conditions of rent ("General Conditions") have been agreed between hirer ("Hirer") and MediCapital Rent GmbH ("Medic平ital Rent"). These General Conditions shall apply to all offers and quotations of MediCapital Rent, as well as to any rental agreement ("Rental Agreement") under which MediCapital Rent places an object ("Rental Object") at the disposal of Hirer or a user designated by Hirer, as described in paragraph '2. Objects'. Any deviation from or amendment to the provisions of these General Conditions and/or the Rental Agreement will only be valid if confirmed in writing by MediCapital Rent.

All quotations and proposals from MediCapital Rent are non-binding. After confirmation of the order by MediCapital Rent, a Rental Agreement between Hirer en MediCapital Rent will be concluded. An agreement will only come into force after the Rental Agreement is signed by both MediCapital Rent and Hirer. All orders placed with MediCapital Rent must be complete and contain a detailed description of the desired Rental Object.

The period of rent is stipulated in the Rental Agreement. After expiration of the agreed (minimum) term, the Rental Agreement shall automatically be extended for an indefinite period of time. Subject to the payment obligation as mentioned in paragraph '4. Payment', the Rental Agreement can be terminated giving one month prior notice thereof, once the Rental Agreement is into force for an indefinite period of time.

ARTICLE 2. OBJECTS

The Rental Object is and remains the sole and absolute property of MediCapital Rent. Hirer is entitled to designate a user (the "Designee"), at whose premises the Rental Object will be placed and who will use the Rental Object, notwithstanding the obligations from Hirer based on the Rental Agreement. Hirer must provide MediCapital Rent with all relevant (company) information of the Designee, which includes the company name and the address details. Hirer remains at all times responsible for all its obligations under the Rental Agreement (and the General Conditions), without prejudice to the liability of third parties. If there is a Designee, Hirer shall impose the obligations under these General Conditions on the Designee.

Prior to delivery of the Rental object, Hirer is obliged to pay a deposit to MediCapital Rent. The amount of the deposit is stated in the Rental Agreement. Hirer shall not be entitled to off-set the deposit with any claims of MediCapital Rent towards Hirer. MediCapital Rent shall repay the deposit to Hirer without interest, upon termination of the Rental Agreement and as soon as Hirer has complied with all obligations from this Rental Agreement.

MediCapital Rent shall arrange for the delivery of the Rental Object at the address designated by Hirer. Unless otherwise agreed, all costs concerning the transport and delivery of the Rental Object, which includes packing material, special service or other freight charges, are borne by Hirer.

Only after the prior written consent of MediCapital Rent, Hirer is entitled to relocate the Rental Object. MediCapital Rent can arrange for transportation of the Rental Object, for instance in case of relocation or at the end of the Rental Agreement. All costs are borne by Hirer. Any statement as to the time of delivery of a Rental Object shall be made to the best knowledge of MediCapital Rent, but shall have no binding force. Hirer is not entitled to demand cancellation of the Rental Agreement in the event of a delay. MediCapital Rent will not be liable for any damages sustained by Hirer (or the Designee) as a result of a delay unless such damage is the result of a breach of this Rental Agreement, willful misconduct or gross negligence on the part of MediCapital Rent.

It is the responsibility of Hirer to inspect the (conditions of the) Rental Object upon receipt. Any visible defects must be reported immediately in writing by Hirer to MediCapital Rent. All other defects or damages existing on the moment of delivery (or thereafter), must be reported to MediCapital Rent in writing no later than 10 working days after the delivery (or discovery) date. In the event that no defects or damages are reported within 10 working days after the delivery of the Rental Object, Hirer or the Designee will be deemed to have received the Rental Object without any defects or damages.

ARTICLE 3. USAGE

Hirer is at all times fully responsible for the Rental Object in use with due care and that it be exclusively used for its designated purpose. The Rental Object should be used by competent persons in accordance with the applicable laws, Rental Object's manual other operating instructions. Hirer shall maintain any identifying mark or packaging on the Rental Object. No modifications to the Rental Object of any nature are permitted.

On delivery, the Rental Object is verified and accompanied by applicable certification concerning the performance, the electrical safety, the frequency and temperature, depending on the type of Rental Object. Hirer can enter into a service agreement with MediRent, with respect to the maintenance and/or repair of the Rental Object during the rental period. Hirer must immediately notify MediCapital Rent in writing of any defect of the Rental Object. MediCapital Rent can arrange for the repair or replacement of the Rental Object. If repair or replacement of the Rental Object is necessary, all costs of repair and transportation of the Rental Object, are for the account of Hirer. Notwithstanding the provisions of the above mentioned, MediCapital Rent will provide for repair and/or replacement of the Rental Object in case of manufacturing flaws, this at the sole discretion of MediCapital Rent.

Hirer shall have sufficient insurance to cover their respective liability against any damages during the term of this Rental Agreement.

ARTICLE 4. PAYMENT

The rent with respect to the Rental Object shall be due monthly in advance, the first day of each month. The rent is payable by Hirer until the Rental Object is returned to MediCapital Rent, in accordance with the next paragraph of these General Conditions.

All payment terms must be considered to be final. The date of payment shall be the date upon which the payment is received on MediCapital Rent's account. Payment must be made without any deduction, set-off or withholding of any nature. All prices are subject to change. Nevertheless, prices are valid on the date of issue and price changes shall not affect the rent during the term of the Rental Agreement.

ARTICLE 5. MISCELLANEOUS

Should Hirer desire to terminate the Rental Agreement in accordance with paragraph '1. Rental' of these conditions, Hirer should notify MediCapital Rent in writing. Subsequently, MediCapital Rent shall arrange for the pickup and the return of the Rental Object, at the expense of Hirer. Before the pickup of the Rental Object, Hirer should ensure it is sanitized. If the Rental Object is not (well) sanitized, Hirer is obliged to compensate any cost in that respect incurred by MediCapital Rent. At the end of the Rental Agreement, the Rental Object should be in good and workable condition, taking normal wear and tear into account. Hirer is responsible for all costs to be incurred in case of (partial or full) loss of the Rental Object or any damage to the Rental Object.

MediCapital Rent is not liable for any damages of any nature, direct or indirect, including consequential losses to goods, property or persons, at the premises of Hirer, the Designee or of any third parties. However, damages resulting from a breach of this Rental Agreement, willful misconduct or gross negligence on the part of MediCapital Rent, shall be liable to MediCapital Rent is not liable for any (consequential) damages resulting from or caused by the (proper or improper) use of the Rental Object or by its unsuitability for the purpose for which Hirer has rented it. In the event that it should be established in or out of court that MediCapital Rent, notwithstanding the above, is liable, on any grounds, any liability of MediCapital Rent shall at all times be limited to an amount equal to a maximum of 12 months rent of the Rental Object with which this liability is related to or from which this liability follows. Hirer shall indemnify MediCapital Rent for any and all liabilities of third parties of any nature and in relation to this Rental Agreement.

MediCapital Rent shall be entitled to terminate the Rental Agreement prematurely, without being required to give any notice of default, in the event that Hirer fails to fulfill any provision of the Rental Agreement and/or these General Conditions, Hirer files for a moratorium, Hirer is declared bankrupt or if Hirer proposes a composition of creditors out of bankruptcy/moratorium. In case of premature termination as set out above, all outstanding rent as well as all future rent installments under the Rental Agreement, are immediately due and payable by Hirer. In case the Rental Agreement is into force for an indefinite period of time, the future rent installments are fixed at the term of the initial rental period as mentioned in the Rental Agreement.

The Rental Agreement and these General Conditions are governed by the law of the Netherlands. All disputes based on a Rental Agreement (including the General Conditions) are to be decided exclusively by the authorized court in The Hague, the Netherlands.

MediCapital Rent GmbH is registered in Oberwil (bei Zug), Spielhof 11, 6317, Switzerland