



## 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 to between hirer ("Hirer") and MediCapital Rent Inc. ("MediCapital 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 both parties.

All quotations and proposals from MediCapital Rent are non-binding. After confirmation of the order by MediCapital Rent, a Rental Agreement between Hirer and MediCapital Rent will be executed. 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.

### 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 business information of the Designee, which includes the Designee business name and address details. Hirer remains at all times responsible for 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 applicable Rental Agreement. Hirer shall not be entitled to off-set the deposit with any claims of MediCapital Rent towards Hirer. MediCapital Rent shall credit the deposit to the account of the Hirer without interest, upon termination of the Rental Agreement and as soon as Hirer has complied with its obligations under the 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.

Upon receipt of 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 upon written request from Hirer. All reasonable costs will be borne by Hirer. Any statement as to the time of delivery of a Rental Object shall be an estimate MediCapital Rent. Hirer may terminate the Rental Agreement if delivery does not occur within ten (10) business days of estimated delivery date. 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 working condition 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 must be reported to MediCapital Rent in writing no later than seven (7) days after the delivery (or discovery) date. In the event that no defects or damages are reported within seven (7) 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 shall at all times be fully responsible for using the Rental Object with due care and exclusively for its designated purpose. The Rental Object should be used by competent persons in accordance with the Applicable Laws and the 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.

Upon delivery, the Rental Object will be 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 MediCapital Rent, with respect to the maintenance and/ or repair of the Rental Object during the rental period. 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 shall be assumed by the Hirer. Notwithstanding the abovementioned provisions, MediCapital Rent will provide for repair and/or replacement of the Rental Object in case of manufacturing flaws, to be determined in the reasonable discretion of MediCapital Rent.

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

### ARTICLE 4. MISCELLANEOUS

Should Hirer desire to terminate the Rental Agreement, Hirer shall notify MediCapital Rent in writing. Subsequently, MediCapital Rent shall arrange for the pickup and the return of the Rental Object, at the reasonable expense of Hirer. Before the pickup of the Rental Object, Hirer should ensure it is sanitized. If the Rental Object is not sanitized, Hirer shall compensate MediCapital Rent for any reasonable costs incurred to sanitize Rental Object. At the end of the Rental Agreement, the Rental Object should be in good working condition, taking into account normal wear and tear.

Except for breach of the Rental Agreement, these General Conditions, willful misconduct or gross negligence on the part of MediCapital Rent, MediCapital Rent shall not be 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. MediCapital Rent shall not be 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.

MediCapital Rent shall be entitled to terminate the Rental Agreement early in the event that Hirer breaches 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 Rental Fees are immediately due and payable by Hirer.

The parties will each conduct themselves in accordance with the terms hereunder, the applicable Rental Agreements, all Applicable Laws, and all applicable professional rules and codes of conduct. The term "Applicable Laws" means all applicable national, federal, state, county, local and provincial laws, ordinances, rules, regulations, guidance and standards in any way relating to these General Conditions.

The status of the parties hereto is that of independent contractors, and, except as specifically set forth herein, or in a Rental Agreement, neither party has any authority to bind or act on behalf of the other party without its express written consent. Nothing herein shall be construed as creating an employer/employee relationship, partnership, joint venture, or other business group or concerted action.

The Rental Agreement and these General Conditions are governed by the laws of The Netherlands.

**MediCapital Rent GmbH** with offices at, Spielhof 11  
6317 Oberwil bei Zug, CH.