



**RENTAL AGREEMENT [number] (“Rental Agreement”)**

**THE PARTIES TO THIS AGREEMENT:**

1. MediCapital USA, Inc, established at 627 Highway 74S, Suite 220, Peachtree City, GA 30269, USA, hereinafter referred to as (“MCR”); and
2. [Customer name & legal entity], established at, [Customer address], hereinafter referred to as (“Customer”);

**HAVE AGREED AS FOLLOWS:**

**ARTICLE 1. GENERAL TERMS AND CONDITIONS**

This agreement is subject to MCR’s General Terms and Conditions 2021, (hereinafter referred to as “MCR GTC”), which are incorporated in full by this reference. The MCR GTC are available at (specific link), and also can be sent by mail to the Customer upon request. MCR limits acceptance to the MCR GTC, and objects to any other additional or different terms in the Customer’s purchase order or acceptance.

**ARTICLE 2. DESCRIPTION OF THE RENTED OBJECT (“Rented Object”)**

Equipment:	[Equipment description]	
Brand:	[Equipment	brand]
Type:	[Equipment	type]
Serial number:	[Serial number]	

The Rented Object shall be used for a study with the reference code [Study code] at site [Site number].

**ARTICLE 3. DURATION**

The rental term shall take effect the day the Rented Object is sent to the destination designated by Customer, (hereinafter referred to as “Start Date”).

This rental agreement is entered into for a Minimum Period (“Minimum Period”) of [# of Months] Months, commencing on the Start Date and ending the day on which [# of Months] months have expired after the Start Date, (hereinafter referred to as “End Date”), provided that the Rented Object shall be returned to MCR’s establishment of origin on or before the End Date. If the Rented Object is not returned to MCR’s establishment of origin on or before the End Date, the rental period shall be extended until the date on which the Rented Object has been returned to MCR’s establishment of origin. Should Customer cancel this rental agreement prior to the end of the minimum period, Customer’s payment obligations for the remainder of the rental Minimum Period will remain in place, will be invoiced by MCR, and must be paid by Customer.

**ARTICLE 4. RENTAL FEE AND INVOICING**

The Rental Fee (“Rental Fee”) shall amount to USD [Monthly rental price] per month excluding any applicable taxes. If the total of all Rental Fees which are to be paid by Customer based on this rental agreement is less than USD 200.00, the Rental Fee will be adjusted to USD 200.00 excluding any applicable taxes.

The Rental Fee does not include repair costs, damage assessment costs or other costs resulting from non-intended or incorrect use of the Rented Object. Neither does the Rental Fee include the costs associated with the transportation of the Rented Object, which will be charged to Hirer separately in accordance with the MCR GTC.



Invoices for the Rental Fee shall be sent by MCR to Customer on a monthly basis via email, using the following address [Specify invoicing address & email address].

Invoices for the Rental Fee shall be sent by MCR to Customer on or around the 16th day of each month. Unless indicated otherwise on the invoice, an invoice sent by MCR to Customer will pertain to the rental fees for the subsequent month.

As an exception to the aforementioned principles for invoicing, the first invoice sent by MCR to Customer may contain the following:

If the first invoice is sent to Customer in the same month in which the rental agreement has taken effect:

- o the Rental Fee (in addition to any applicable taxes) relating to the month in which this rental agreement has taken effect (present month);
- o the Rental Fee (in addition to applicable taxes) relating to the month following the month in which the rental agreement has taken effect (month ahead);
- o the costs related to the transportation of the Rented Object to the destination designated by Customer; and
- o if applicable, a Deposit as described in Article 5 of this rental agreement.

If the first invoice is sent to Customer in the month following the month in which the rental agreement has taken effect:

- o the Rental Fee (in addition to any applicable taxes) relating to the month in which this rental agreement has taken effect (past month);
- o the Rental Fee (in addition to any applicable taxes) relating to the month in which the first invoice has been sent (present month); and
- o the Rental Fee (in addition to any applicable taxes) relating to the month following the month in which the invoice has been sent (month ahead);
- o the costs related to the transportation of the Rented Object to the destination designated by Customer; and
- o if applicable, a Deposit as described in Article 5 of this rental agreement.

Unless the invoice explicitly states otherwise, all invoices sent by MCR to Customer shall be paid by Customer within [Payment term Customer] calendar days.

#### **ARTICLE 5. DEPOSIT**

The refundable deposit for the Rented Object shall amount to USD [Deposit amount], hereinafter referred to as the "Deposit".

The Deposit shall be invoiced to Customer as part of the first invoice referred to in Article 4 of this rental agreement.

If, at the end of the rental period, Customer has duly met all of its obligations resulting from this rental agreement, MCR shall credit the Deposit (or, as the case may be, any remainder of the Deposit) to Customer on the final invoice to Customer for this rental agreement.

#### **ARTICLE 6. DELIVERY**

MCR shall handle the transportation of the Rented Object to the following address: [Site address] after the receipt of this rental agreement duly signed by Customer. Any costs and taxes relating to the transportation of the Rented Object will be invoiced by MCR to Customer in accordance with the MCR GTC. If MCR is unable to deliver the Rented Object at the above address, the Rented



Object will be transported to an agreed upon depot location instead. If transportation to a depot location is necessary, MCR shall be informed by Customer of the address of the depot location and other logistical information.

**ARTICLE 7. STATE OF REPAIR**

Unless Customer informs MCR of any defect in writing within five (5) working days of the receipt of the Rented Object, it shall be understood that Customer has received the Rented Object in a good state of repair and without defects that may hamper its use as defined by this rental agreement. For the avoidance of doubt, the aforementioned condition shall also apply if Customer has not received the Rented Object in person but instead has (implicitly or explicitly) authorized any other person or entity (for example a user of the Rented Object or a study site operator) to receive the Rented Object on Customer’s behalf.

**ARTICLE 8. TITLE AND RISKS**

Title to the Rented Object shall not pass to Customer unless the parties to this rental agreement have agreed otherwise in writing. Notwithstanding the foregoing and/or the MCR GTC, all risks of (partial) damage, destruction or loss of the Rented Object during the rental period shall be borne by Customer and Customer hereby agrees to hold MCR harmless for any losses resulting from (partial) damage, destruction or loss of the Rented Object during the rental period.

**ARTICLE 9. SIGNATORIES**

This rental agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when joined, shall together constitute one and the same agreement. Any photocopy or electronic scan of this rental agreement, or of any counterpart, shall be deemed the equivalent of an original.

THUS AGREED, DRAWN UP AND SIGNED

Place: PEACHTREE CITY  
Date:

Place: .....  
Date .....

**MediCapital USA, Inc**

**[Customer name]**

Signature .....  
Name Ramon van Maaren  
Function Director USA

Signature .....  
Signatory's name .....  
Signatory's function .....