

RENTAL AGREEMENT

(Free translation of the original and binding contract that in Finnish language)

General

This contract come into effect when lessee places the order. By placing order lessee agrees on these terms.

Lessee's Contact Information

Contact information consists name, address, telephone number, e-mail address and ID number

Lessee must be easy to reach with given information and messages are checked often.

All messages and invoices sent by e-mail or MSM service are considered to be received by lessee when they are sent. Lessee has the responsibility to make sure that contact information is valid and UpToDate. Customer is not entitled to plead e-mail lost in waste basket, full mailbox or to another problem in receiving messages.

Lessee must inform about changes in contact information during rental period. Invoicing is made via e-mail.

Rented Entities

Elite: Breast pump, power cord, green transport box, Styrofoam insert, user manual.

Breast pumps cannot be used without pump sets that have to be ordered separately. Spare parts to pump sets are available. Before use, read the user manual that comes with the pump. It can be found on our web page.

All rental pumps are cleaned and checked between users. If you are not satisfied or you have questions, feel free to contact us. We will help and provide you with all necessary information. In case of malfunction, the pump will be replaced.

Rental Period

Time of rent is not limited. Rent is invoiced after pump is returned or approximately every six months. Invoice is sent by e-mail.

Rent costs start to run the day after placing the order. The last day of rent period is the day when pump is returned to lessor's warehouse.

Rent period ends if pump is stolen, missing or considered not returned at all AND lessee is responsible to pay the pump at its full value.

Price List

Prices of rented items including VAT 24%:

Start Costs (includes. free return by Posti's customer return service)	10,00 €
Daily rent	1,70 €
Additional cleaning in case of stickers or labels attached on product etc.	10,00 €
Missing or damaged user manual	15,00 €
Missing or damaged powercord	25,00 €
Missing or damaged green outer box or Styrofoam	90,73 €
Deposit (see. Deposit)	100,00 €

Deposit

Rent price includes a deposit. Deposit is returned after the pump entity is returned in good condition. Deposit does not cover the full value of rented items. If the rented items are missing or damaged to the extent that deposit does not cover the damage, lessee is responsible to pay the difference.

Deposit is not part of rent. However, rent and all other costs will be reduced from it before returning the remaining value.

Deposit is returned the same way the order is paid (bank account, card or financing service).

Payment service provider may be in direct contact to lessee regarding the return.

Deposit is returned to financing company in case it is used to pay with invoice or for part payment. Then it is useful to get acquainted with their practice.

If you have anything to ask, feel free to contact us tilaukset@medi10.fi or +358 44 5681115 (work days 10-15).

Invoice

Rent costs start to run the day after placing the order. The last day of rent period is the day when pump is returned to lessor's warehouse. Rent is invoiced after pump is returned or approximately every six months.

Rent period ends also if pump is stolen, missing or considered not returned at all AND lessee is responsible to pay the pump at its full value

Lessee must pay all invoices in within due date. Deposit is included in the last invoice after the pump entity is returned in good condition. Rent and all other costs will be reduced from deposit before returning the remaining value.

Invoices are sent by e-mail to the given contact e-mail address.

Past due invoices are collected by a collection agency. After the invoice is transferred to collection, all payments and communication is made according to instructions given them. Lessee is responsible of all costs.

Returning

Rented item is returned when it is at lessor's disposal in lessor's warehouse.

Lessee is responsible of the rented items, its condition, packing and return until it is returned.

Rented items shall be returned to Medi10 by using return service of Posti (postin asiakaspalautus). Items must be packed and padded in a carton box. It is practical to save the original box that was used when pump was received and use it to return. Remember to add enough padding to avoid damage during transport. Lessee is responsible of all transport damages.

Elite breast pump has a green transport box. It cannot be used alone to return Elite by mail. It is not allowed to insert labels, address or any other sticker on the box. Cleaning of transport box is charged according to price list.

Rented items are allowed to be returned solely by bringing them packed in a carton box to warehouse during opening hours, or by sending them with Posti's customer return (asiakaspalautus), or by another mean that brings the items directly door to door to lessor's warehouse. Carton box is not required when returning the pump directly to warehouse. Return by any other mean or any mean that requires collecting is strictly forbidden.

Lessee must be able to show that he has returned the pump with a receipt given by Posti or warehouse.

RETURN ADDRESS CAN BE FOUND ON WEB PAGE INFO SECTION

Other Terms

General

1. It is forbidden to sell, rent further, pawn or cede the device to a third party or to waste it in other ways.
2. Lessee is obliged to follow user instructions. Lessor is not responsible of any injury or damage caused by misuse.
3. Breast pumps and their parts are allowed to be used only according to user manual to the purpose they have been made in the conditions they are designed.
4. Lessee must take care of the items the best possible way.
5. All claims have to be made immediately. Otherwise right to claim is void.
6. Lessee has the responsibility of rented items from the moment they come to his possession until they have been returned to lessor's warehouse.

Damaged, stolen or unreturned pump

7. Lessee has to inform immediately about any damage to the pump.
8. In case the pump is stolen, lessee has to make immediately a report to police and inform the lessor.
9. Lessee is responsible about all damage to the pump regardless who has caused them. Compensation is based on sales price list.
10. If lessee does not return the pump, lessor is entitled to compensation based on price of new product.
11. The product is considered to be lost if it is not returned to lessor within two weeks after lessor has claimed it by e-mail sent to the e-mail address that lessee has given when making the order.
12. The product is considered to be lost if it does not arrive to warehouse within two weeks from the date lessee has given as return date.

Termination of the Contract

13. Lessor is entitled to terminate the contract immediately and rented items must be returned without delay if
 - conditions are not followed
 - rented items have been mishandled
 - lessee does not pay invoices in time
 - lessee has failed to update contact information
14. Termination of contract and request to return products immediately are sent by e-mail to contact information given by lessee.

Other Terms

15. All disagreements will be handled in local court of lessor.
16. By placing the order Lessor agrees to all terms of this agreement.
17. Only parts and bottle sets approved by lessor are allowed to be used with breast pumps.

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