

# GENERAL LEASE CONDITIONS

## 1 - Application

The lease of equipment by Leasametric is subject to these general conditions, which will have precedence over any other conditions, except in the case of formal and express exemption accepted by Leasametric. All general or specific conditions of the lessee which contradict these general lease conditions do not have effect vis-à-vis Leasametric.

## 2 - Conclusion of the contract

2.1 - The lease contract is concluded by the written acceptance of the Leasametric quotation by the lessee, 48 hours at the latest before the commencement of the lease period.

2.2 - Through its request and acceptance of the quotation, the lessee recognises having chosen and hired the equipment in line with his requirements and to be used in a manner suitable for its purpose, such that Leasametric's liability will neither be sought nor engaged for this reason.

2.3 - The lessee may cancel the lease up to 48 hours before the commencement of the lease period, and in the event that this notification period is not respected must pay 50% of the lease price as penalty.

## 3 - Duration of the lease

3.1 - The minimum lease period is one week

3.2 - The lease period begins either on the day the equipment, any accessories and its user guide are picked up from our premises by the lessee, or on the day the lessee accepts the equipment, its accessories and user guide in the event that they are delivered by Leasametric. If the lessee requests an additional installation service on the part of Leasametric, the lease will begin on the date the installation report is signed.

3.3 - The lease comes to an end once the equipment, its accessories and the user guide are returned in our premises on the date indicated in the conditions stipulated in article 4 below. If the equipment is not returned, the lease period will be automatically extended for successive periods identical to the first until full return of the equipment hired and its accessories takes place.

Any extension of the initial lease period for a different duration must be subject to a new quotation.

## 4 - Delivery- Return of equipment

4.1 - When the equipment is not picked up by the lessee, it will be delivered by Leasametric, costs borne by the lessee, by any means of transport available in order to meet the lease conditions. This involves a duty of care and Leasametric is not responsible for any harmful consequences for the

lessee due to late delivery.

4.2 - The lessee is deemed to have accepted the leased item in good condition of use and upkeep, with the necessary accessories and recommendations for use.

4.3 - The beginning of the lease period defined in article 3 above gives rise to a transfer of risk to the lessee, who assumes responsibility for the custody of equipments up to the end of the lease.

4.4 - The return of equipment and its accessories must be carried out in the original packaging, which is the property of Leasametric. Otherwise, this will be invoiced as an extra.

4.5 - The equipment must be returned in good maintenance and operating conditions. All costs involved in refitting, repair or replacement following the lease will be borne by the lessee.

4.6 - Transport costs for the return of equipment will be born by the lessee.

4.7 - A deposit guaranteeing the return of the leased equipment in good condition may be requested from any customer who does not have an account open with Leasametric, or who has not placed an order within the previous 12 months, or is not able to give evidence of an insurance policy guaranteeing Leasametric against any risk of loss of equipment in the conditions pursuant to article 9 below. The amount of this deposit depends on the value of the equipment leased. The deposit is returned to the lessee once the equipment leased and any accessories are returned, and following verification of its condition.

## 5 - Installation and use of leased equipment

5.1 - Except in the case of an additional installation service agreed with Leasametric, the installation, assembly and disassembly of leased equipment will be carried out at the full responsibility of the lessee, who certifies that he is authorised to make use of this equipment, and declares that he is aware of the rules stipulated by regulations applicable to this type of equipment, as well as those stipulated by the manufacturer. Any modification, adjustment or transformation of the leased equipment is prohibited.

5.2 - The lessee promises to use the leased equipment personally or through his qualified personnel in conformance with the methods of operation and its designated purpose.

5.3 - Except in the case of express prior agreement by Leasametric, it is prohibited to carry out any sublease or make the equipment leased available to a third party in any form, and for any reason. The failure to use the equipment leased may not give rise to reimbursement

of lease fees.

5.4 - The lessee is responsible for the loss of any equipment leased in his custody. In the event of loss, the lessee must bear all costs set out by Leasametric in relation to the replacement of equipment and its accessories being leased.

5.5 - Leasametric being owner of the equipment leased, the lessee commits to respect this right in all circumstances. In the event of seizure or any other interventions of a third party affecting the equipment leased, the lessee must inform the hirer on the same day by fax, confirmed by mail with notification of receipt.

## 6 - Repair of equipment leased

6.1 - Any damage to leased equipment, any breakdown or malfunction of same must be indicated immediately to Leasametric by fax and confirmed by mail within 24 hours. The lessee may not carry out any repairs unless with the formal prior agreement of Leasametric.

6.2 - Leasametric promises to exchange any faulty equipment leased with identical or similar equipment within as short a period as possible and depending on available stocks.

6.3 - Leasametric will not be held liable toward the lessee or third parties for any harmful consequences resulting from these breakdowns or malfunction due to normal wear and tear of equipment. Repairs and replacement due to use of the equipment not consistent with its purpose or manufacturer recommendations will be the responsibility of the lessee.

## 7 - Lease payment conditions

7.1 - The leasing cost is payable in advance from the date the equipment is made available up to the effective termination date of the lease according to the conditions and methods contained in article 3 above. The lease prices indicated in the Leasametric catalogue are for information only, excluding taxes in euros, and will be subject to periodic updates on the Leasametric website.

7.2 - In the event of delay in picking up the material leased by the lessee, they will be liable for an indemnity for loss of use corresponding to 10% of the weekly rental for each late day.

7.3 - Rental is payable upon receipt of the invoice, and at the latest 2 days following the commencement of the lease period. Any amount invoiced and unpaid at this date will be subject, ex officio, and as a penalty, to monthly interest equal to three times the official interest rate, besides any legal and recovery costs.

7.4 - Leasametric reserves the right to request from any lessee who does not have a customer account a down payment of up to 50% of

the total rental cost on the day the equipment is picked up or delivered.

## 8 - Conditions for opening a customer account

Leasametric reserves the right to offer clients with whom they have a regular and continuous significant business relationship a customer account which will absolve them from any obligation to pay down payments or deposits for their lease contracts.

## 9 - Liability -Insurance

9.1 - The lessee is responsible for the custody of the material leased and its use, so that Leasametric's liability may not be sought nor engaged in the event of loss or damages resulting from use.

9.2 - The lessee promises to provide Leasametric with evidence that they are covered within the framework of their professional activity by a civil liability insurance contract covering both the loss of leased equipment and any harmful consequences that might arise from the use of leased equipment.

9.3 - In the absence of this, the lessee promises to sign an insurance policy guaranteeing against the risk of loss or theft of the material leased, by an indemnity equivalent to its replacement cost as new, as well as any damages caused by its use under a lease agreement.

9.4 - Leasametric reserves the right to refuse the lease of its equipment to any person who does not provide evidence of insurance guaranteeing the aforementioned risks. In the event that the lessee is not insured against the risk of loss or theft of material leased, whatever the reason, he commits to paying Leasametric an indemnity corresponding to the as new value of the damaged equipment.

9.5 - In the event of damage, the lessee must inform Leasametric by fax, confirmed by mail within 24 hours.

## 10 - Cancellation

Leasametric may cancel ex officio the lease contract to the prejudice and detriment of the lessee, in the event of non respect for any of the obligation stipulated in these general leasing conditions, and in the event that the latter does not remedy the breach observed within 8 days following the receipt of official notification sent by Leasametric.

## 11 - Applicable law and jurisdiction

In the event of litigation, the commercial court in the jurisdiction home to Leasametric's registered address has sole competence. These general leasing conditions are subject to French law.