# Hire A Scanner! Runyes 3DS 3.0

**Terms and Conditions** 

This Agreement is a contract between the Customer and the Owner in regards to hiring an Intraoral Scanner.

## **Definitions**

# 1.1:

Hirer/Customer means the person hiring the intraoral scanner from the Owner.

# 1.2:

Owner/Company means Al-Mahdi Dental Supplies.

## 1.3:

"Intraoral scanner" or "scanner" means the intraoral scanner and all associated equipment that was delivered to the Hirer.

#### 1.4:

"Rent" means the monthly subscription paid by the Hirer to the Owner.

Payment details, contract period, inclusions and services.

# 2.1:

A Brand New Intraoral Scanner For Hire!

**Product Name: Runyes 3DS 3.0** 

\* One-off fee: £2000 \* Monthly fee: £400

\* Contract period: 24 months.

\* After 2 years, the scanner is all yours!

\* Early contract termination fee (before 24 months): £1000

\* Warranty: 2 years

# Payment procedure:

## Step 1

Add the £2000 "One-off fee" to the cart (on the website) and pay for the scanner to be ordered (click "Add to cart" button on the webpage).

<u>Hire A Scanner! Runyes 3DS 3.0 - £400 per month (£2000 one-off fee) | Al-Mahdi - Dental Supplies</u>

# Step 2

Click on the yellow "Set-up Monthly Fee" button. Fill out your details. (The monthly fee will end automatically after 24 monthly payments)

#### And that's it!

Send us an email with a signed copy of this document including witness signatures as requested.

Use of Equipment

- 3.1: The Hirer will use the Intraoral Scanner for the purpose for which it was designed and not for any other purposes.
- 3.2: Unless the Hirer obtains the prior written consent of the Owner, the Hirer will not alter, modify or attach anything to the Intraoral Scanner unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the Intraoral Scanner.

Warranties

4.1: The Intraoral Scanner will be in good working order and condition upon delivery.

Loss, Damages and Returns

#### 5.1:

To the extent permitted by law, the Hirer will be responsible for risk of loss, theft, damage caused by improper use, or destruction to the Intraoral Scanner from any and every cause.

#### 5.2:

If the Intraoral Scanner is lost or damaged, the Hirer will continue paying the monthly fee, will provide the Owner with prompt written notice of such loss or damage and will, if the Scanner is repairable, put or cause the scanner to be put in a state of good repair, appearance and condition.

# 5.3:

Returns (before 24 months): The Hirer will send a video to demonstrate that the scanner is in good working condition prior to being returned to the owner and that it will be delivered with suitable packaging. The Hirer pays the delivery (for returns).

Ownership and Quiet Enjoyment

#### 6.1:

The Hirer will be granted full ownership of the scanner and any associated equipment after 24 months.

## 6.2:

The Owner warrants that as long as no event of default has occurred, the Owner will not disturb the Hirer's quiet and peaceful possession of the Scanner or the Hirer's unrestricted use for the purpose for which it was designed.

Indemnity

# 7.1:

The Hirer will indemnify and hold harmless the Owner against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees and costs, arising out of or related to the Hirer's use of the Intraoral Scanner.

## Default

The occurrence of any of one or more of the following events will constitute an event of default ("Event of Default" under this Agreement):

## 8.1:

The Hirer fails to pay any amount agreed upon.

## 8.2:

The Hirer becomes insolvent or makes an assignment of rights or property for the benefit of creditors or filed for or has bankruptcy proceedings instituted against it under the bankruptcy law of the United Kingdom or another competent jurisdiction.

#### Remedies

On the occurrence of an Event of Default, the Owner will be entitled to pursue any or more of the following remedies (the "Remedies"):

## 9.1:

Declare the entire amount of the Rent for the term immediately due and payable without notice or demand to the Hirer.

## 9.2:

Commence legal proceedings to recover the Rent and other obligations accrued before and after the Event of Default, including a £5000 fine for breach of agreement.

## 9.3:

Take possession of the Intraoral Scanner, without demand or notice, without any court order or other process of law. The Hirer waives any and all damage occasioned by such taking of possessions.

# 9.4:

Terminate the Agreement immediately upon written notice to the Hirer.

# 9.5:

Pursue any other remedy available in law or equity.

#### 9.6:

The Hirer is entitled to the protection and remedies available to them under the Consumer Credit Act 1974.

# Governing law

#### 11.1:

This Agreement will be constructed in accordance with and governed by the laws of Scotland and the Parties submit to the exclusive jurisdiction of the Scottish courts; or in accordance with and governed by the law of the land of residence of the Customer (for customers outside the UK).

#### General terms

#### 12.1:

This agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Agreement.

## 12.2:

Neither party will be liable in damages or have the right to terminate this Agreement for any delay or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections, natural disasters, such as earthquakes, hurricanes or floods and/or any other cause beyond the reasonable control of the party whose performance is affected.

## 13:

#### Consent

I, the customer, confirm that I fully understand and agree to the information in this document and that I am legally obliged to pay the agreed monthly fee for a minimum period of 24 months.

\*The Customer (Hirer) is required to send a copy of a proof of ID (passport or driver's licence) and a copy of proof of address (utility bill or invoice with the customer's address) to Al-Mahdi Dental Supplies.

Also provide the following information:
*Contact details of the dental clinic where the scanner will be used:
*Date, Name, address, phone number and signature of the Customer:
*Date, Name, address, phone number and signature of Witness 1:
*Date, Name, address, phone number and signature of Witness 2:
*Date, Name, address, phone number and signature of Witness 3:
*Date, Name, address, phone number and signature of Witness 4:
For Office Use Only: