

**LANCASTER MOBILITY LTD.**

**MOBILITY & ACCESSIBILITY EQUIPMENT RENTAL TERMS & CONDITIONS**

In addition to the Terms above, the following rental terms and conditions below apply to you and to the Rental Equipment (defined below).

**RENTAL**: LANCASTER MOBILITY hereby agrees to lease to the Customer, and the Customer hereby agrees to lease from LANCASTER MOBILITY, the equipment for lease described in the Invoice, together with all accessories, additions, repairs and replacements parts affixed thereto, now or in the future (the “**Rental Equipment**”). For the purpose of clarification, the term “**Product**” used in the general terms and conditions shall include the Rental Equipment.

**RENTAL TERM**: The rental term shall commence on the date of LANCASTER MOBILITY’S acceptance as indicated in the Invoice and shall continue on a month-to-month basis, until terminated by LANCASTER MOBILITY or the Customer by thirty (30) days’ prior written notice, unless otherwise indicated in the Invoice (the “Rental Term”).

**TITLE**: Title to the Rental Equipment shall remain, at all times, with LANCASTER MOBILITY unless a sales agreement for the purchase of the Rental Equipment, separate from these Terms, is executed by LANCASTER MOBILITY and the Customer.

**DELIVERY**: If elected in the Invoice, LANCASTER MOBILITY shall deliver the Rental Equipment to the Customer on or before the commencement of the Rental Term. If the Customer does not elect in the Invoice for LANCASTER MOBILITY to deliver the Rental Equipment, the Customer shall be responsible, at the Customer’s own risk and expense, to pick up the Rental Equipment at the LANCASTER MOBILITY location set out in the Invoice on the first day of the Rental Term and to return the Rental Equipment at the end of the Rental Term. If the Customer fails to pick up the Rental Equipment within ten (10) days after the first day of the Rental Term, LANCASTER MOBILITY may, at its sole option, cancel the Invoice.

 **RENTAL CHARGES**:

 (1) Commencing on the first day of the Rental Term and continuing until the Rental Equipment is returned to LANCASTER MOBILITY, the Customer shall pay to LANCASTER MOBILITY (i) the full amount of each monthly payment as specified in the Invoice (the “Periodic Charge”) on the date of delivery , or (ii) if specified in the Invoice, the full amount of rental charge payable for the entire duration of the Rental Term (the “**Term Charge**”)

(2) If a Term Charge is applicable, such an amount shall be payable in full by the Customer before the commencement of the Rental Term, and the Customer is not entitled to any refund of the Term Charge even if the Customer returns the Rental Equipment to LANCASTER MOBILITY before the end of the Rental Term.

(3) If the Rental Equipment is not returned on or before the end of the Rental Term, then (i) if the Invoice specifies a Periodic Charge, a full Periodic Charge shall continue to apply for each additional month after the end of the Rental Term until the Rental Equipment is returned or (ii) if the Invoice does not specify a Periodic Charge, the Customer shall be liable to f LANCASTER MOBILITY or the Periodic Charge applicable to the Rental Equipment for each month or a portion thereof until the Rental Equipment is returned.

(4) No refund or discount or other allowance will be made for any Rental Equipment or portion thereof which the Customer claims has not been used during the Rental Term. Acceptance of returned Rental Equipment does not constitute a waiver of any rights LANCASTER MOBILITY has under these Terms. In the event a third-party purchaser fails to make payment to LANCASTER MOBILITY for any reason, the Customer shall be responsible for all charges relating to the Rental Equipment.

 **PAYMENT**: The Customer shall provide LANCASTER MOBILITY with a current credit card or current account information together with a completed pre-authorized debit (“PAD”) form. LANCASTER MOBILITY shall retain the credit card or PAD form on file and charge the applicable Periodic Charge or Term Charge by credit card or PAD. If the Rental Equipment is lost, stolen or damaged, the Customer authorizes and acknowledges that LANCASTER MOBILITY may charge the costs associated with repairing or replacing the Rental Equipment by credit card or PAD. The Customer agrees to notify LANCASTER MOBILITY of any change to the Customer’s account information and to provide LANCASTER MOBILITY with an updated credit card or PAD form as soon as practicable, and in any case, within thirty (30) days of such change.

 **MAINTENANCE**: The Customer shall maintain the Rental Equipment in good working condition at the Customer’s own expense. Normal wear and tear is expected. The Customer agrees to inspect the Rental Equipment upon receipt and to notify LANCASTER MOBILITY of any damages, malfunctions, or missing components in the Rental Equipment as soon as possible and in any case, no later than three (3) business days after the Rental Equipment is delivered to the Customer.

**LOSS OR DAMAGE**: While the Rental Equipment is in the Customer’s possession, the Customer assumes all risk of loss and damage to the Rental Equipment from any cause whatsoever. The Customer shall compensate LANCASTER MOBILITY for all costs associated with the replacement of any lost or stolen Rental Equipment. The customer should reimburse LANCASTER MOBILITY for the costs incurred to repair or replace the Rental Equipment or its parts such that the Rental Equipment is restored to the same condition as at the time of rental, accommodating for normal wear and tear as may be expected during the ordinary and intended use of the Rental Equipment during the Rental Term. LANCASTER MOBILITY’S invoice for replacement or repair is conclusive as the amount Customer shall pay under this paragraph for repair or replacement.

 **INDEMNITY FOR LOSS OR DAMAGE**: The Customer and any third-party purchaser will indemnify, defend and hold LANCASTER MOBILITY harmless from all Claims arising from loss or damage to the Rental Equipment caused by the Customer, providing that the Claim does not arise from defective installation of the Rental Equipment by LANCASTER MOBILITY.

 **RIGHT TO RECOVER**: Upon the occurrence of non-payment of a Periodic Charge for two (2) consecutive months, and at any time thereafter, may exercise any rights and remedies available to it under applicable law, and without limiting such rights or remedies, LANCASTER MOBILITY may do any or all of the following: (i) take action to enforce the Customer’s performance of his or her obligations under these Terms; (ii) take action to recover damages, costs and expenses incurred by LANCASTER MOBILITY by reason of the Customer’s non-payment; (iii) elect to terminate these Terms and take action to recover the Rental Equipment from the Customer; and (iv) repossess the Rented Equipment by any method permitted by law.

**RENTAL WARRANTY**: If the Rental Equipment fails to operate in accordance with the manufacturer’s specifications during the Rental Term, LANCASTER MOBILITY shall replace the Rental Equipment with identical or similar equipment as soon as practicable after the Customer returns the Rental Equipment to LANCASTER MOBILITY.

**NO ENCUMBRANCE**: The Customer shall not make any action or omission which results in a pledge or encumbrance against the Rental Equipment in any way. LANCASTER MOBILITY may terminate the lease and these Terms immediately upon the failure of the Customer to make payments when due, or upon the filing for bankruptcy or protection from creditors by the Customer in any court of competent jurisdiction.