



Equipment Lease Agreement

This Equipment Lease Agreement (“**Agreement**”) is entered into at Mumbai on this 25th day of May 2022;

By and between

Subhag HealthTech Pvt Limited a company incorporated under the provisions of the Companies Act, having its registered office at, **63, Floor 2, A and B, Municipal Industrial Estate, Dainik Shivneri Marg, Worli, Mumbai-400018 India** (hereinafter referred to as “**Subhag**”, which expression shall, where the context permits, mean and include its successors and assigns) of the One Part;

&

Hospital/Clinic name & address

..... represented by its proprietor/owner (**name/s**) hereinafter referred to as the “Customer” (which expression, unless repugnant to the context or meaning thereof shall mean and include successors, permitted assigns of the firm and executors, administrators, heirs and legal representatives of each of its partners) of the Other Part.

Details of the Equipment under lease:

Equipment Name : Androwash (Sperm Washing Centrifuge)

Intended Use : Sperm washing (preparation) Artificial Reproductive Technology (ART) procedures

1. TERM

This Agreement shall commence on the date the product is delivered to the Customer and remain in full force and effect until the agreement period expires and the Products is returned to Subhag, unless terminated earlier or extended pursuant to the flexi tenure policy (refer clause #2).

Agreement Start date:

Agreement End Date: Year/s from the agreement start date



Equipment Lease Agreement

2. FLEXI TENURE POLICY

Subhag provides its customers an option to opt for flexible tenure ("**Flexi Tenure**") for early closure and/or extension of the term of the Agreement. In case of early closure, the Customer can request for closing the order by informing Subhag any time prior to the date the Customer wishes to close the order.

In the event of early closure, the Customer shall be liable to pay the early closure charges which shall be calculated as per **Annex I**.

Any extension or early closure shall be done by informing Subhag through email and subsequent approval from Subhag. Subhag reserves the right to revise the rental rates any time at its sole discretion.

3. PAYMENT

The invoice shall be raised by Subhag on the 1st day of every month and the due date for payment shall be the 5th day of the month ("**Due Date**"). Customer shall pay the rental charge as per the invoice raised and mailed to the Customer's registered e-mail address. Payment made beyond the Due Date shall incur a late fee. Late fees shall be levied on the rental due amount only. The late fee of 10% shall be applied on the 6th day of the month on the pending amount. In case the Products are delivered anytime during the month, the first month shall be calculated on a pro-rata basis from the date of delivery until the last day of the first month. In case of order expiry or termination or early cancellation, the last month rental shall be calculated on a pro-rata basis until the date of pickup of the Product from Customer.

The Customer shall make all payments to Subhag only. Subhag shall not be liable for any payment made to any broker/third party by the Customer.

4. SECURITY DEPOSIT

In addition to the monthly rental, the Customer shall pay a refundable security deposit ("**Security Deposit**"). The Security Deposit shall not carry any interest for the entire tenure. The Security Deposit shall be refunded to the Customer on the termination and after taking delivery of all the Products from the possession of the Customer. Once the final quality check is performed on all the Products, and in case no damage is found, the Security Deposit shall be refunded within 60 working days to the Customer. Subhag shall refund the Security Deposit to the account from which initially the Security Deposit was paid by the Customer, in case the Customer wishes to get the refund to any other account, the Customer shall provide the details of the account to Subhag via e-mail from the registered e-mail address of the Customer, prior to the pickup of the Products. The same account details shall be confirmed at the time of the reverse pick up of the Products.

In case any damage is found in any Product, Subhag shall have the right to deduct the charges for the damages or monthly dues from the Security Deposit paid by the Customer and shall refund the remaining amount to the Customer. In case of default in the payment of monthly rentals (including late fee), Subhag shall have the right to deduct such rental dues from the Security Deposit and may at its sole discretion refund or forfeit the remaining balance of the Security Deposit. The Security



Equipment Lease Agreement

Deposit shall not include any monthly rental. The Customer cannot request for the monthly invoice dues to be adjusted from the Security Deposit.

5. ORDER CONFIRMATION

On receipt of the order and the Security Deposit, Subhag shall confirm the order with the Customer by sending a confirmation (subject to successful verification of KYC) to the registered e-mail address of the Customer. In the event, any product selected by the Customer is unavailable, Subhag shall inform the same to the Customer.

The order raised by the Customer shall be processed subject to successful verification of the KYC and serviceability of the Customer location as per Subhag Policy. In case the KYC verification is not successful, or the location is not serviceable by Subhag, Subhag reserves the right to reject the Customer's order any time prior to delivery, at its sole discretion without assigning any reason even after successful KYC or serviceability of the location. In the event the order is rejected by Subhag, the Security Deposit paid by the Customer shall be refunded to the Customer as per Clause 4 of this Agreement.

6. DELIVERY

On confirmation of the order by the Customer, Subhag shall deliver the Products to the location specified by the Customer. The cost of the delivery shall be borne by Subhag. The Customer shall be present at the location at the time of delivery agreed between Subhag and the Customer. In case the Customer is not present or has not assigned a representative for taking delivery, at the location and a second delivery attempt is required, Subhag shall charge an extra delivery cost to the Customer.

The Customer shall inspect the Products for any damage and quality during the time of delivery. In case any Product is damaged during transit or unfit for use, Subhag shall replace the same at its own cost and in case a replacement is not required, such damage shall be noted in the delivery receipt and a photo of the same shall be taken for record. In case any claim of damage is brought against the Product after the acceptance of delivery by the Customer, Subhag shall not be responsible towards replacing the Product and shall levy a damage to be ascertained as per the damage policy below.

7. SERVICE

Subhag shall provide the service for the Product during the term of this Agreement. In case any service is required for the Product, the Customer shall raise the request for the service, however, Subhag shall try to resolve the issue over call, in case the same is not resolved, Subhag shall send its representative within 15 days from the date service request raised by the Customer to assess the service requirement of the Product, in case the issue cannot be resolved at the Customer Premises, Subhag representative shall pick up the Product from the Customer and shall deliver a temporary basic product to the Customer or Subhag may ask the customer for sending back the product for replacement/repair.



Equipment Lease Agreement

In case of manufacturing defect, the Customer shall not be liable to pay the charges for such service. Any service arising out of damage as per clause 8, the Customer shall be liable to pay for such damage.

In case the service is due to manufacturing defect, the Customer shall be charged the monthly rentals on a pro rata basis for the number of days the Product is used by the Customer. In case the service is due to the damage done by the Customer, then the Customer shall be liable to pay the monthly rentals for the entire duration the Product was in service., however, in case the service period exceeds 30 days, the Customer shall not be liable for the duration the Product was under service.

8. DAMAGE /LOST

The Customer shall be liable to pay for any damage (including but not limited to dent, scratches, breakage, chipping, hardware and software tampering, rooting, modifications, unauthorized repairs, tampering of the Product serial number or any other cause not arising due to manufacturing defect of the Product, up to the existing market value of the Product, at the time of such damage.

In case the product is lost (including but not limited to robbery, theft, misplacement) by the Customer, the Customer shall be liable to pay an amount as per the existing market value of the Product, at the time of such incident.

9. INSPECTION

Subhag reserves the right to inspect the Product delivered to the Customer during the final pick up of the Product at the end of the term or earlier termination (as the case may be). The Customer shall co-operate with the Subhag to carry out the necessary quality checks of the Product at the time of pickup of the Product. Subhag shall provide a quality check report to the Customer, in case any damage is found to the Product at the time of reverse pickup, the Customer shall be liable to pay for such damage. The Customer hereby agrees that, in addition to doing the QC at the Customer's premises, Subhag shall conduct a QC at its warehouse / service center and in case any additional damage is found, the same shall be informed to the Customer and shall be binding on the Customer.

10. TERMINATION

In the event, the Customer does not wish to extend the rental period beyond the Agreement date, the Agreement shall terminate on last day of the rental term. Subhag shall have the right to immediately terminate this Agreement in the following events:

- a. default of payment of rental dues or any other payment dues by the Customer; or
- b. breach of any of the terms of this Agreement.

Consequences of termination:

Subhag shall have the right to take possession of the Products delivered to the Customer immediately;



Equipment Lease Agreement

1. Any payment pending from the Customer shall become payable immediately to Subhag.
2. The Security Deposit paid by the Customer shall be refunded to the Customer post the damage assessment of the Products, as per clause 4 and 8 of this Agreement. In the event, the Security Deposit is not sufficient to cover the damage to the Product, Customer shall be liable to pay additional amount for such damage.
3. In case of termination due to non-payment of rental dues, the Security Deposit refund shall be determined subject to clause 4 of this Agreement.

Notwithstanding any other terms of this Agreement, Subhag shall have the right to terminate the Agreement without any cause by providing 30 days' notice to the Customer.

11. OWNERSHIP OF PRODUCTS

Subhag shall at all times during the term of this Agreement, retain title to and / or be the beneficial owners of the Products delivered to the Customer, pursuant to the Agreement. Nothing in this Agreement shall be construed as a transfer of ownership of the Products to the Customer. The Customer shall give immediate notice to Subhag if any of the Product is about to become liable or is threatened with seizure and the Customer shall indemnify Subhag against all loss and damage caused by such action against its Products.

13. ASSIGNMENT

The Customer shall not assign or transfer any interest in this Agreement or the Products without the written consent of Subhag. Any such transfer or assignment shall be considered as illegal and hence a violation of the terms of this Agreement.

14. INDEMNIFICATION

The Customer shall indemnify, defend and hold Subhag harmless from and against any claim, demand, cause of action or loss or liability (including, but not limited to, attorneys' fees and costs) for any Product damage or personal injury arising from the Customer's use of the Product by any cause, except to the extent such is caused by Subhag negligence or wilful misconduct. The provisions of this clause shall survive the termination of this Agreement with respect to any claim or liability accruing before such termination. In no event shall Subhag be liable for any direct, indirect, special or consequential loss or damage arising out of Customer's use of the Products.

15. GOVERNING LAW

This Agreement shall be governed by the laws of India and shall be subject to exclusive jurisdiction of courts in Raipur (Chhattisgarh).

16. ENTIRE AGREEMENT

This Agreement (together with the Annexure) constitutes the entire agreement between Subhag and the Customer. The acceptance of this Agreement also signifies the acceptance of the Customer, to



Equipment Lease Agreement

the terms and conditions on the Subhag website. In the event of any conflict between the terms and conditions on the Subhag website (including privacy policy) and this Agreement, the terms and conditions on the Subhag website shall supersede. The Company reserves the right to amend the terms and condition of this Agreement and on the website from time to time, the customer is requested to check the website for update of terms and conditions.

17. LIMITATION OF LIABILITY

In no event shall Subhag be liable for indirect, special, incidental, or consequential damages, or any loss of revenue, profits, or data of any kind in connection with use of the Products, even if it has been advised of the possibility of such damages. Notwithstanding any other provision of this Agreement Subhag's total liability to Customer shall not exceed the total amount of 1 (one) month rental collected from the Customer.

DISCLAIMER

Subhag reserves the right to cancel any orders completely or partially before delivery without prior information & in such scenarios, we'll initiate the refund process for the security deposit amount and the Customer will receive it in their source account within 7-10 working days.

Any current/future orders placed by the Customer has no connection with any of his/her previous orders.

Subhag shall provide the services under the Agreement, either by itself or through any third-party. In case the services are provided through any third-party, Subhag shall share the details (only to the extent required to provide the services) of the Customer to enable such third-party to provide the service. The Customer hereby authorizes Subhag to share the details of the Customer with such third party.

Lessor (Subhag Healthtech Pvt Ltd)

Lessee (Hospital/Clinic Name)

Name & Stamp

Designation

Contact phone #

Contact email id



Equipment Lease Agreement

Annex I

Pre-closure Charges:

Pre-closure within 3 months	: 15,000 ₹ (excluding applicable tax if any)
Pre-closure after 3 months but before 6 months	: 10,000 ₹(excluding applicable tax if any)
Pre-closure after 6 months but before 1 year	: 5,000 ₹(excluding applicable tax if any)