

### **Rental Products Terms & Conditions**

### NuGRP Services:

 Based on Customer Order, NuGRP shall provide hardware devices or Products to our customers. The maintenance of the provided product will be free of cost and part of the agreed periodic rentals. In case of any Service requirement, it will be provided during Office working hours excluding Local and national Holidays.

#### **Exclusion:**

- NuGRP does not take responsibility for any loss of data that may be caused due to failure of hard disk or machine failure, if any.
- If the Rental product or device gets infected due to Virus, Ransomware or any similar issue, NuGRP does not take responsibility. Any remedial support is not part of NuGRP scope.

## Scope of Supply from NuGRP:

NuGRP shall be supplying the *Product without any OS (Operating System) / Software* unless and until specifically specified. NuGRP can provide available software for rental if required by the customer.

#### > Extension of Rental Period:

- NuGRP can extend the Rental period if it is suitable to do so and based on customer order.
- Terms of this extension shall remain the same up to rental tenure. Any Additional expense though will be added on mutual discussion and agreement.
- The customer is required to inform in writing via proper e-mail or PO to extend the rental period of the Product, at least 7 days before the expiry date of rental period.
- If the Product are **not Un-installed** on due date and no further intimation is given, the Product will be Treated as **extended**, **and billing** will be done for the same till the date of De-installation of Product. Customer should support uninstallation in as is condition.
- If the extension of the Rental period is for a term less than each Periodic payment cycle, Pro-rata billing shall be applicable, and all due amounts shall be payable by the customer.

### Equipment Ownership:

- The Ownership of Product shall remain with NuGRP at any point, to be used by customer during rental agreement period.
- Upon Expiry of the rental period the Product shall be handed back to NuGRP in as is and working condition.
- In case, the Customer is not able to hand over the product to NuGRP at time of expiry of rental period due to damages or else, NuGRP can raise the demand equal to 3 years of Rental fee and shall be payable by customer. Any lower chargeable fee is only at discretion of NuGRP. This demand is over and above payable rental fee.



## > Shifting / Relocation of Equipment:

- The place of installation or usage of rental product is as defined in customer order. The rental product shall not be moved by Customer/User to any other location within or outside premises without written permission from NuGRP.
- In case the Customer intimates for shifting of product from one location to other and is agreeable by NuGRP, all expenses pertaining to such shifting shall be borne by the Customer. Customers owns for any loss during shifting.

## Loss/Damage:

- Any Loss/ Damage to supplied Product due to War/Theft/Fire/Flood/Rodents, Force Measure or Any Act of God will be payable by the Customer as per the accessed value by NuGRP.
- In case of loss/damage/fault to the Product during Rental period with the Customer, it would be for NuGRP to assess the extent of monetary loss and recover the same from Customer. The Customer in such a situation shall have the option to pay either the price of the equipment or provide equivalent equipment as per satisfaction of NuGRP.
- Till Losses/Damage is paid in full, the rent till that date shall be payable by customer. Customer is expected to close on any such payment within 30 days of any such loss. Above 30 days, NUGRP shall charge 18% per annum Interest of any such delayed payment.

### > Termination of Contract:

 Either party may terminate the contract/agreement, by giving to the other party 30 days' notice in writing of its intention to do so. Termination is subject to 50% payment of the balance rental duration.

#### Others:

- Once Rental Purchase Order is issued by the Customer to NuGRP, it means Customer has agreed to all above terms and conditions.
- NuGRP Rental quote is subject to all other terms and conditions placed at www.NuGRP-ind.com



# Customer's Responsibility:

- The Customer is expected to provide proper power conditions (Earthing, Spike etc.) to the equipment for its smooth performance and functioning. NuGRP will not be responsible for any connections or electrical conditions external to the rental equipment.
- During or after installation of the product, it is customer responsibility to not open
  the product in any condition. The product will be opened, if required by NuGRP
  representatives or its authorization to customer in writing. Any such tempering
  evidence will be escalated and assessed for loss or damage and will be
  considered as violation of NuGRP Rental terms. Customer shall stand fully
  responsible for all damages by such occurrences.
- At the time of installation, Customer should make sure that the seal on the
  equipment is intact and the seal is not opened during the term of Rental
  agreement. If the seal is seen broken/opened after installation, any damage
  caused will be borne by the customer.
- Customer will have to provide full access and support for inspection/verification of NuGRP system as and when required.
- Any Insurance of the supplied product under rental agreement is in scope of Customer.

NuGRP reserves the right to take back the rented equipment from party's premises in the event of any violation of the conditions mentioned herein.

Team NuGRP!!