



End User (“customer”) named below and Medguard Professional Healthcare supplies agrees to loan to customer, the following dispensers under the terms and conditions attached

Code	Product	Quantity

End User (Customer) Details:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

Email: \_\_\_\_\_ Signature: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Person at Medguard: \_\_\_\_\_

#### 1. OWNERSHIP OF DISPENSERS

- All dispensers are and shall remain the property of Medguard Healthcare Ltd. Customer do not own, or have and shall not claim any other property interest in the above dispensers. Customer has no right to loan, lease, sell or otherwise dispose of such dispensers.
- Customer shall permit Medguard Healthcare Ltd and its agents and representatives to have access to dispensers during regular business hours for inspecting, exchanging or removing dispensers, and for this purpose shall so allow and provide access to enter upon the premises where dispensers are located.
- The above dispensers will not become fixtures when attached to Customers property.

## 2. RESTRICTED USE OF DISPENSERS Revised 20/07/2016

- Customer will use the above dispensers for sole purpose of dispensing only Medguard Healthcare Ltd supplied paper products authorised for use in the dispensers and purchased from an authorised distributor. The use of any dispensed products in the dispenser other than Medguard Healthcare Ltd products will have the consequences detailed below.

## 3. WARRANTIES

- If Medguard Healthcare Ltd determines that defects in workmanship or material exist in any dispenser, Medguard Healthcare Ltd shall, at its sole option, either repair the defects, send the customer a replacement part or replace the defective dispenser. Customer expressly acknowledges, understands and agrees that the remedies stated herein are the **SOLE AND EXCLUSIVE REMEDIES** to which customer is entitled for defects in material, or workmanship under the limited warranty of 1 year.
- Except for the repair or replacement remedy above, customer agrees that it shall be responsible for all other maintenance and repair of dispensers and all costs and expenses related thereto.
- Medguard Healthcare Ltd shall not be liable for losses, damages, costs or expenses resulting from improper installation, improper use, or abuse of dispensers by customer, or from use of products not designated or authorised by Medguard Healthcare Ltd for use in dispensers

## 4. RIGHT OF REMOVAL AND REPOSSESSION OF DISPENSERS

- Customer may terminate the loan agreement prior to the three (3) year-term with or without cause by giving thirty (30) days advance notice to Medguard Healthcare Ltd.
- Medguard Healthcare Ltd may terminate the lease with immediate effect upon written notice to customer, if customer breaches any provision of this loan agreement, including but not limited to the use of unauthorised products.
- Following termination of the agreement by either party, customer has thirty (30) days to return the dispensers at customer's expense.

- If customer fails to comply within such thirty (30) days, Medguard Healthcare Ltd and its agents or representatives shall have the right to enter customers premises at any time(s) during regular business hours to remove the dispensers without incurring liability for any damage to the premises that was reasonably necessary for such removal. Medguard Healthcare Ltd shall be entitled to charge customer with the costs generated by the removal and recycling of the dispensers. In no circumstances, will customer be able to recover loan agreement fees.

## 5. GOVERNING LAW

- These terms and conditions shall be governed by and construed in accordance with the laws of the Republic of Ireland.

## 6. DURATION

- The loan term shall be three (3) years from the date of delivery of any dispenser to customer, unless otherwise terminated by either party in accordance with the terms & conditions.

## 7. SEVERANCE

- If any term of these terms & conditions to any extent is held to be invalid, void or unenforceable, then that term or provision shall be inoperative and void to the extent necessary to comply with law, but the remaining terms shall nevertheless continue in full.

Medguard Professional Healthcare

Tel: +353 (0) 1 835 2411

Email: [sales@medguard.ie](mailto:sales@medguard.ie)

Fax: 01 969 5009

Website: [www.medguard.ie](http://www.medguard.ie)

Unit 6/7, Block 4, Ashbourne Business Park, Ashbourne, Co. Meath, A84 VK52