

## Lease Agreement - *Elexoma Medic*<sup>TM</sup>

This *Elexoma Medic*<sup>TM</sup> lease agreement is a contract between you ("the Lessee") and *Integrow Health (Pty) Ltd* ("Integrow" or "the Lessor")

Our physical address is as indicated in the header of this agreement. Your physical address is as indicated on your accompanying Debit Order Instruction.

### Whereas

the Lessor, *Integrow*, is and remains the owner of the *Elexoma Medic*<sup>TM</sup> System and

the Lessee is willing to lease the *Elexoma Medic*<sup>TM</sup> System on the following terms and conditions,

### Now it is agreed as follows:

- 1. The lease:** *Integrow* agrees to lease and the Lessee agrees to take on lease one *Elexoma Medic*<sup>TM</sup> System ("the System"), from the date the Debit Order instruction form is signed ("the commencement date") until the Lessee gives notice in writing of his intention to terminate the lease ("the cancellation date")
- 2. The System:** The *Elexoma Medic*<sup>TM</sup> System shall include but not be limited to one *Elexoma Medic*<sup>TM</sup> device, one set of ear clip electrodes, two sets of treatment leads, two pairs of pre-gelled electrodes, four rechargeable AAA batteries, one battery charger, one carry pouch, one instruction manual and one zip-able carry case.
- 3. Delivery:** The Lessor undertakes to bear the delivery costs of the System to the Lessee. The Lessee shall furnish his preferred delivery address on the Debit Order Instruction and takes full responsibility for inaccurate information and consequences this may have.
- 4. Payment of rental:** On, or as soon as possible after, the commencement date, the Lessee shall pay the Lessor the agreed-upon **up-front fee** via bank transfer. Upon receipt of proof of payment, the Lessor will send the System to the Lessee. The agreed-upon **monthly rental fee** will be levied via monthly debit order and will commence **no less than 15 days** after the commencement date. The Lessor shall issue invoices for each payment due. Should the debit order fail, the Lessee will be contacted to remedy the situation. Should subsequent attempts at processing the debit order also fail, the Lessee will be regarded in breach of this Agreement.
- 5. Surety:** The Lessor requests and the Lessee gives **no surety** on the lease of the Device.
- 6. Accessories:** The Lessor will provide additional accessories for sale to the Lessee.
- 7. Purchase:** The Lessee may elect to purchase the leased System at **any point** for an amount totalling **R7,176** (inclusive of VAT) per System. All lease amounts paid up to that point will be deducted from this purchase price. In these cases, the two year warranty for factory

defects will be calculated from the commencement date of the lease.

- 8. Guarantee:** The Lessee may elect to cancel this Agreement and return the System to the Lessor within 60 days of the commencement date, for a **full refund** of the initial rental charge(s). 60 calendar days after the commencement date, this clause will no longer apply.

- 9. Lessee's obligations:** The Lessee shall, at all times, obey and comply with all laws, rules, regulations, orders and other legal requirements pertaining to the use of microcurrent devices.

The Lessee will not do or permit or omit to be done anything which might endanger the health, safety or life of any user of the System.

The Lessee shall immediately notify the Lessor with full details of any harmful event related to the use of the System.

- 10. Indemnity:** The Lessee hereby indemnifies each of the Lessor and its directors, employees or agents, and shall keep each of them fully indemnified at all times against all actions, claims, demands, proceedings, costs, expenses, fines, penalties, losses and liabilities, whatever in any way arising out of or connected with the System or this Agreement and arising during the period of this Agreement, whenever incurred.

The Lessee further agrees to defend the Lessor against any action or proceeding relating to any such losses as are mentioned in the previous clause, to permit the Lessor (at our option) to become party to any such action or proceeding and to indemnify the Lessor against all costs (including legal costs) arising from any such defence.

- 11. Termination:** By giving notice in writing, the Lessee may terminate this agreement at any time. This notice shall be received by the Lessor at least **30 calendar days** prior to the cancellation date, subject to the terms of this agreement.

11.1 The System shall be returned to the Lessor at the cost of the Lessee. Until the System has been received by the Lessor, rental will continue to be levied at the agreed-upon rate.

11.2 Should the *Elexoma Medic*<sup>TM</sup> device not be returned in good working order, together with all the accessories, by the cancellation date, the Lessee shall pay the full replacement value (**R7,176.00 inclusive of VAT per System**), which amount shall be immediately deducted via debit order.

11.3 The Lessor may terminate this agreement immediately by written notice if the Lessee commits a breach or becomes in breach of any of the terms of this agreement.

## Acceptance

Signed: \_\_\_\_\_ (by Lessee)

Date: **20** /  /   
Y Y Y Y M M D D

## Debit Order Instruction

Yes please! I would like to lease 1 (one) **Elexoma Medic™** systems at **R299.00 per month x 24 months!** I understand that this special price requires a **R299 up-front payment** and each System includes the following:

- The **Elexoma Medic**, complete with 8 pre-programmed settings
- One set of earclip electrodes, to boost my brain
- 2 sets of leads and fitting electrodes to boost my body
- Four rechargeable AAA batteries and a recharger
- A carry pouch to wear the **Elexoma Medic™** on my belt
- A 36 page instruction manual
- A handy carry case to keep it all neatly together and protect it during transport
- Free courier to my address, anywhere in South Africa

Surname	First Name	Title
Email		Initials
Mobile (0 )	Home Phone (0 )	
Fax (0 )	Work Phone (0 )	

## Courier Delivery Address

Street Address			
Suburb	Province		
City	Country	<b>ZA</b>	Code

## Payment Method

Please debit my account with <b>R299 monthly x 23:</b>		I will deposit <b>R299</b> into the following account	
Bank		Bank	Standard Bank
Branch / Town		Branch	George (050214)
Branch #		Account Holder	Integrow Health (Pty) Ltd
Account Holder		Account #	082874778
Account #		Account Type	Current
Account Type	<input type="checkbox"/> Current <input type="checkbox"/> Savings <input type="checkbox"/> Transmission	Reference	ELX & your Surname
Debit on:	<input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 15 <sup>th</sup> day of the month	Please fax proof of payment to 086-618 0171.	

## Authorisation

This signed Authority and Mandate refers to our accompanying contract ("the Agreement") as dated on signature thereof ("the Commencement Date"). I hereby authorise **Integrow Health (Pty) Ltd** to issue and deliver payment instructions for collection against my abovementioned account at my above mentioned bank (or any other bank or branch to which I may transfer my account to) the sums agreed upon above, commencing on the Commencement Date and continuing **monthly** until this Authority and Mandate is terminated by me by giving you notice in writing of no less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address indicated above. The individual payment instructions so authorised must be issued and delivered monthly on or after the date when the obligation in terms of our Agreement is due. The amount of each individual payment instruction may not be more or less than the obligation due. I understand that the withdrawals hereby authorised will be processed through a computerised system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement.

### REFUND

I shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were

owing to you according to our Agreement, unless such a request for refund is received within 60 days from the Commencement Date.

### MANDATE

I acknowledge that all payment instructions issued by you shall be treated by my above mentioned bank as if the instructions had been issued by me personally. I agree to pay any banking charges relating to this debit order instruction.

### CANCELLATION

I agree that although this Authority and Mandate may be cancelled by me, such cancellation will **not** cancel the accompanying Agreement, nor the rights and obligations agreed to therein, which Agreement can only be cancelled in writing, by mutual consent.

### ASSIGNMENT

I acknowledge that this Authority and Mandate has been ceded to **Sagepay (Pty) Ltd** as per **Integrow Health (Pty) Ltd's** agreement with **Sagepay (Pty) Ltd**. I acknowledge that the party hereby authorised to effect the drawing against my account may not cede or assign any of its rights and that I may not delegate any of my obligations in terms of this authority to any third party without prior written consent of the authorised party.

Signed: \_\_\_\_\_ (by account holder)

Commencement date: 

Y	Y	Y	Y	M	M	D	D

**Please fax to 086-618 0171 or email to <info@integrow.co.za>**

**DO NOT SEND THIS FORM TO YOUR BANK - THEY WILL NOT KNOW WHAT TO DO WITH IT!**