

# **EQUIPMENT LEASE AGREEMENT**

This LEASE Agreement (the "Agreement") is made and entered into effect on XX.XXX.XXXX by and between

**PLASMATREAT ASIA PACIFIC PTE LTD**, a company with its principal place of business located at 25 International Business Park, #04-57/59 German Centre, Singapore 609916 ("LESSOR"), and

**CUSTOMER COMPANY NAME**, a company with its principal place of business located at **full company address** ("LESSEE"), upon the following terms and conditions:

#### 1. LEASE

LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR all the following equipment (the "Equipment"), as outlined in "Schedule A".

If LESSEE wants to purchase the same or higher value equipment at the end of the lease, LESSOR will credit up to fifty percent (50%) of the lease fees or up to a maximum of six (6) weeks of the lease value.

### 2. LOCATION

The Equipment will be kept at the premises of LESSEE located at **location where the equipment will be set-up** (the "Premises") and will be removed promptly from the Premises only after the end of the mutually agreed upon lease period.

### 3. LEASE TERM AND TERMINATION

The term of this agreement shall commence on **(start date) XX.XXX.XXXX** and be in effect for **XX (weeks/months)**. This period can be modified and/or terminated by giving at least three (3) working days' notice in writing. The minimum rental period is five (5) working days.

# 4. PAYMENT & DEPOSIT

The rent for the Equipment leased pursuant to the terms and conditions of this Agreement shall be payable in advance, latest on the first day of each rental period. LESSOR may levy a late payment charge equal to five percent (5%) per rental period on any amount that is ten (10) days overdue.

# 5. DELIVERY AND ACCEPTANCE

The Equipment will be delivered to LESSEE's Premises after execution of this Agreement. LESSEE will be responsible for all freight, rigging and other costs and expenses incurred in connection with the delivery of the Equipment to LESSEE and delivery back to LESSOR if not specified otherwise in the official quotation and/or official purchase order. If the Equipment is not as such returned within five (5) business days after the end of the agreement, LESSEE will pay for rent the weekly/monthly rental rate set forth above for each week/month which LESSEE fails to return the Equipment.

Acceptance of the Equipment by the Lessee shall constitute an acknowledgement that:

- 5.1 Such Equipment is in good order and condition; and
- 5.2 Lessor has made no representation or warranty, express or implied, with respect to such Equipment.

### 6. TITLE

The Equipment shall at all times be the sole and exclusive property of the LESSOR and the LESSEE shall not have any rights or property interest therein. The LESSEE may not assign any right or interest to the Equipment or permit any lien or encumbrance to exist thereon other than liens and encumbrances placed thereon by the LESSOR or persons claiming against the LESSOR.



#### 7. **USE**

LESSEE will use the Equipment in a careful and proper manner and comply with all national, state, municipal, and other laws, ordinances and regulations relating to the installation, possession, use and maintenance of the Equipment. The Equipment will be for the sole use of LESSEE. LESSEE will inspect the Equipment in a commercially reasonable manner promptly upon delivery and will notify LESSOR promptly of any defects. LESSEE will follow all industry standards and operating and service instructions, as provided, applicable to the Equipment.

# 8. ALTERATIONS AND REPAIR

LESSEE will not make any alterations, additions or improvements to the Equipment except with the advance written consent of LESSOR. All additions or improvements made to the Equipment will belong to and become the property of LESSOR upon the expiration or earlier termination of this Agreement. LESSEE will, at LESSEE's sole cost and expense, keep the Equipment in good repair, condition and working order.

#### 9. LOSS AND DAMAGE

LESSEE assumes all risk of loss, theft, or destruction of, and damage to, the Equipment from and after the time the Equipment is placed on a truck(s) at LESSOR's facility or warehouse or other shipping point for shipment to LESSEE until the Equipment is returned to LESSOR's facility and inspected by LESSOR. LESSOR, upon advance reasonable notice, is entitled at reasonable times to inspect the Equipment or through its designees.

#### 10. ACCIDENTS

LESSEE will notify LESSOR of each accident, loss of or damage to or related to the Equipment as soon as possible after any such occurrence, giving in writing any information that LESSOR may reasonably request. LESSEE will promptly advise LESSOR of all claims and demands relating to the Equipment and will assist in the investigation and defence of all such claims and demands and in the recovery of damages from third persons that are or may be liable for such claims.

#### 11. TAXES

LESSEE will pay any and all taxes (local, state and federal) that may now or hereafter be imposed upon the ownership, leasing, possession or use of the Equipment.

## 12. INDEMNITY

LESSEE will indemnify and hold LESSOR harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorneys' fees, arising out of, connected with, or resulting from the installation, possession, use, operation, maintenance or repair of the Equipment by LESSEE.

# 13. INSURANCE

LESSEE will obtain and maintain in full force and effect, at all times during the term hereof, at LESSEE's sole expense, bodily injury and third-party property damage insurance with minimum limits of not less than one million (SGD 1,000,000.00) Singapore Dollars per person, one million (SGD 1,000,000.00) Singapore Dollars per accident, and property damage insurance for the replacement value of the Equipment.

LESSEE will cause LESSOR to be named, to the extent of LESSOR's interest in the Equipment only, as a loss payee under LESSEE's specific or blanket liability insurance policies, not less than the above limits, for and against any liability or loss or injury to or death of any person or persons and for damage to or destruction of property resulting from or arising out of the ownership, use, possession, or operation of the Equipment.

LESSEE will maintain fire, extended coverage, vandalism and malicious mischief insurance on the Equipment in an amount not less than the replacement value of the Equipment.

LESSEE will maintain the insurance referred to above from the date of commencement of this Agreement until the Equipment has been removed from LESSEE's premises and delivered to LESSOR. Such insurance will be written with insurers and in a form acceptable to LESSOR and will be evidenced by certificates delivered upon request to LESSOR.



### 14. ASSIGNMENT

The LESSEE may not assign this Agreement or sublet any Equipment without the written consent of the LESSOR. Any such sublet of the Equipment does not release the LESSEE from its obligations and responsibilities under this Agreement.

#### 15. SEVERABILITY

Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the rest of this Agreement.

# 16. CONSTRUCTION

This Agreement shall be governed by, and construed in accordance with, the internal laws of the Republic of Singapore, without reference to the choice of law principles thereof.

### 17. ENTIRE AGREEMENT

This Agreement together with the General Rental Terms and Conditions and the Schedules executed by the parties contain the entire understanding of the parties, and such understanding may not be modified or terminated except in writing signed by the parties.

The parties have executed this Agreement as of the date first above written.

LESSOR:	LESSEE:
PLASMATREAT ASIA PACIFIC PTE LTD Thomas Markert Managing Director	COMPANY NAME AS PER 1 <sup>ST</sup> PAGE Person in Charge/Authorized Signee Position
Signature	Signature

Schedule A: Specification of the Rental Equipment	
System Commission Number:	XXXXX
Openair-Plasma® Basic Configuration:	GEN – TRF - JET
Nozzle Heads included:	XXXXX
Additional peripherals & accessories:	XXXXX
Movement System & Enclosure:	XXXXX
Packing:	XXXXX