



Application for rental of Oxygen Therapy Equipment

Customer Account No. (for office use only)

RENTAL TERMS AND CONDITION

1. Rental Agreement

- 1.1 LGI hereby rents to the customer and the Customer hereby leases from LGI, oxygen equipment e.g. regulator, humidifier, concentrator and / or medical cylinder.

2. Rental Cost

- 2.1 LGI will levy a rental charge for oxygen equipment held by the customer and the customer agrees to pay such rental on or before the due date.
- 2.2 LGI services are charged on a monthly basis until the equipment is returned to LGI.
It is therefore important to note that on delivery, a full month's payment in respect of the month in which it is delivered is due. When equipment is returned to an LGI branch or upon collection, the outstanding balance will not be partially credited.
- 2.3 It is the responsibility of the patient, surety or next of kin to notify LGI when the equipment has to be collected.
- 2.4 A price increase will automatically apply and implemented on an annual basis. LGI reserves the right to change rental charge as and when deemed necessary.
- 2.5 A deposit shall be levied for the oxygen equipment issued to the customer.
Upon termination of the contract the deposit shall be refunded if the oxygen equipment are in good condition and no debts are outstanding.

3. Period

- 3.1 This rental agreement shall commence on the date of the signature of the rental agreement and shall continue until terminated by LGI or the customer.

4. Ownership

- 4.1 Oxygen equipment shall remain the sole property of LGI at all times and are never sold, excluding accessory items. The customer/surety shall not sell or part with possession of the oxygen equipment except when returning to LGI and therefore the customer must insist on a valid receipt of return.
- 4.2 If this agreement is terminated for any reason, the customer shall within 48 hours from the date of termination, return the equipment to LGI to prevent further rental charges.

- 4.3 In the event of death of the customer, the surety/next of kin shall notify LGI and return the equipment to LGI within 7 days after the death of the customer.
- 4.4 At the termination of the hire, it is the responsibility of the customer and/or surety to return the oxygen equipment in a good condition.
- 4.5 The Customer/Surety shall be responsible for the full replacement cost of any damage or loss of the oxygen equipment. It is to the discretion of the customer to adequately insure equipment whilst in its possession.

5. Risk

- 5.1 Risk in the oxygen equipment will pass to the customer when the customer takes possession of the oxygen equipment and the customer acknowledges that the collection / acceptance of any oxygen equipment from LGI shall be at its own risk. LGI shall not be liable for any damages by the oxygen equipment after delivery of same to the Customer
- 5.2 LGI shall not be responsible for any injury, damage or death to any person or property as a result of smoking by the Customer or a fire hazard in proximity to the oxygen equipment. LGI shall not be liable for any damage caused if oxygen equipment is handled in an unsafe manner.

6. Payment terms

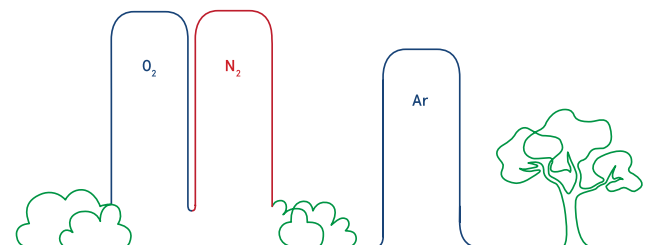
- 6.1 The customer is personally responsible for payment of the rental fees of the oxygen equipment, such payment shall be made within thirty (30) days (due date) of the issue of an invoice by LGI.

7. Damage to Oxygen Equipment by Customer

- 7.1 The Customer shall pay LGI on demand the current replacement for any cylinder/oxygen equipment lost, or damaged whilst under the Customer's possession or control.

8. Maintenance of Oxygen Concentrator

- 8.1 The Equipment provided to the Customer should be free of defects. If it is suspected that the equipment may be defective or has broken down, the customer must contact LGI immediately so that the matter may be investigated.





- 8.2** LGI shall be obliged, at its cost to maintain, inspect and repair the cylinder/oxygen equipment or replacement thereof in a safe and operable condition, provided that such maintenance was not occasioned due to negligence or intentional act or omission of the customer whilst under his possession or control.
- 8.3** The Customer shall not alter, remove deface or tamper with any trademarks, labels, identification marks, or numbers on the gas cylinders/oxygen equipment.
- 8.4** The Customer shall not tamper with or interfere with the oxygen equipment or allow any substance to be placed therein other than the gas supplied by LGI and use the Equipment only in terms of the Equipment manual or instructions provided.

9. Breach of Contract

- 9.1** In the event of the customer failing to make payment on the due date, or either party committing a breach of this agreement and failing to remedy such breach within 14 days after delivery or written demand to do so, the aggrieved party shall be entitled, without prejudice to any other rights in terms of this agreement, either claim specific performance or cancellation of the agreement and claim damages.
- 9.2** The refusal by LGI to supply the customer with any gas/oxygen product to the customer account being in arrears shall not constitute a breach of the agreement.
- 9.3** In the event of breach of the contract by the Customer and failure by the latter to remedy such breach after being notified through a registered letter from LGI, LGI reserves the right to cancel the contract and retake possession of the oxygen equipment after 10 days of a registered letter. Any letter sent to the Customer at the address supplied by the latter in his application shall be deemed to have been received by the Customer on the date of delivery.

10. Force Majeure

- 10.1** LGI will not be liable for failing to fulfil any of its obligations should such failure be due to any circumstance that is beyond LGI' reasonable control.

We the undersigned do hereby certify and warrant:

- (1) that other than information inserted into this application form by hand, no changes have been made to the text of the form since it was received from Les Gaz Industriels Ltd (LGI) ,
- (2) that all information recorded in this application is true and correct,
- (3) that I am legally competent to sign this application,
- (4) that if I sign this application as the customer's agent, I am duly authorised to do so,
- (5) that I sign of my own free will and with the full knowledge and understanding of the contents hereof,
- (6) and that I authorize LGI to assess/re-asses my credit terms.
- (7) Acting on behalf of the patient, I acknowledge and accept that I am personally responsible for the settling of any outstanding debt as a result of this agreement.

▶ APPLICANT

Name

Signature (upon delivery)

Date

