

Diatec Canada Loaner Equipment Terms and Conditions

1. The Customer has requested that Diatec Canada Ltd. (“Diatec”) supply the Customer with loaner equipment, parts and accessories (“Loaner Equipment”) while the Customer equipment (“Repaired Equipment”) is being maintained or repaired by Diatec.
2. The Loaner Equipment will be used by the Customer in accordance with the terms and conditions contained herein.
3. Diatec will deliver to the Customer the Loaner Equipment in a specific box (“Diatec Loaner Box”) Diatec promotes sustainability and the use of recycling and reusing where available. The Customer must return the Loaner Equipment in the Diatec Loaner Box.
4. The Customer must follow all delivery and packaging instructions as directed by Diatec.
5. While the Repaired Equipment is being maintained or repaired, the Customer may use the Loaner Equipment for its intended use. The Customer will not improperly use the Loaner Equipment and will not cause any damage, defect or disrepair to the Loaner Equipment. In the event of damage, defect, misuse or disrepair by the Customer, Diatec will charge the Customer for the full cost of the repair or replacement of the Loaner Equipment, in its sole discretion.
6. If the Repaired Equipment is maintained or repaired by Diatec, Diatec will ship to the Customer the Repaired Equipment upon completion of repairs.
7. Once the Customer receives the Repaired Equipment, the Customer must return and ship, at its own cost, the Loaner Equipment back to Diatec, using the Diatec Loaner Box, within ten (10) business days from receipt of the Repaired Equipment. The Customer must use the Diatec Loaner Box provided, failing which the Customer will pay to Diatec a packaging replacement fee of \$100.00.
8. In the event the Customer fails to return the Loaner Equipment within ten (10) business days of receiving the Repaired Equipment, the Customer will pay to Diatec the full cost (list price) of the Loaner Equipment. In such event, upon receipt of full list price payment for the Loaner Equipment, the Customer will own such Loaner Equipment. In the event payment is not received, Diatec will have the right to enter the Customer clinic and seize the Loaner Equipment at any time.
9. The Loaner Equipment will remain the sole property of Diatec at all times.
10. The Customer will be responsible for the safe-keeping of the Loaner Equipment and will not remove the Loaner Equipment from the clinic address.
11. The Customer will maintain appropriate insurance against loss or damage to the Loaner Equipment, with losses payable to Diatec.
12. The Customer will reimburse Diatec for any loss of or damage to the Loaner Equipment.
13. If the Repaired Equipment is no longer serviceable or is unable to be repaired or maintained, Diatec will either dispose the Repaired Equipment or return the Repaired Equipment to the Customer. Upon disposal or receipt of such Repaired Equipment by the Customer, the Customer will return the Loaner Equipment within ten (10) business days from disposal or receipt of the Repaired Equipment.

In order to receive the Loaner Equipment, the Customer must accept these terms by signing below.

Customer Name:	
Signature:	
Date:	