

The parties to this agreement are the lesser and the lessee where Bounten water softener (KCS Pride Products LLP) is the Lesser & the customer is the lessee. The terms of the rental agreement are as follows:

# **Term/Tenure of Contract:**

This Agreement shall commence on the date the products (more fully set out in the Schedule) ("Product(s)") are delivered to the Customer and remain in full force and effect until the fixed period [equivalent to the tenure of the contract that is agreed by the Customer while booking the Product(s)] expires and the Products is returned to total set of Zoftnor Pro (bag filter, Ultra filter, Zoftnor Pro) for RENT, unless terminated earlier or extended pursuant to the flexi tenure policy.

The contract shall be valid for a period of 5 years.

In case of early termination, the lessee will give a minimum of 1 month's notice in writing or email to <a href="mailto-bountenglobal@gmail.com">bountenglobal@gmail.com</a>.

The lease may be extended by giving 1 week's prior notice before the end of the contract.

Special Offer subject to change without notice. Special Offer is available for limited time duration.

Validity will be effected from Installation Date.

## **Scheduled Premises.**

The said water Zoftnor Pro will be installed at the lessee's residence. In case, the lessee wants to relocate the said plant, he will give a notice of Seven days to the party of the first part to relocate the equipment. In no case whatsoever will the lessee move the said equipment to any other location. In case the lessee moves the equipment to any other location, all conditions and warranties contained in this agreement will be considered null and void extra fixing chargers will be applicable as per sit conditions.

Security Deposit.

The Lessee shall pay Rs.9999/- a security deposit as listed in website and applicable at the time of subscribing immediately on signing of this agreement through online/card/cash payment. The lessee authorizes the lessor to adjust the said security deposit to cover any amounts due under this Agreement.



The security deposit will be refunded Rs.9999/- at the end of this agreement or on early termination of this agreement whichever is earlier within 7 days, based on the inspection of the said equipment. In case of any damage to the equipment, the same shall be recovered from the security deposit and the balance will be paid to the lessee to the duly designated bank account via online transfer.

# **Delivery of Equipment**

On signing of this agreement and payment of the security deposit mentioned above, the lessor shall deliver the equipment to the lessee at the scheduled premises. The lessor covenants the follows:

The lessee or his/her representative will be present at the scheduled premises at the agreed date and time. In case the lessee or his/her representative are not present at the location, the lessor shall charge additional applicable delivery charges.

The lessee shall inspect and verify the said equipment at the time of delivery and will accept the same after he has satisfied himself of the condition of the equipment. Once the lessee accepts the equipment, under no circumstances will he return the said equipment till the termination of this agreement.

The lessee shall ensure due permissions and approvals are given to the lessor for installation of the said equipment.

In case there is a need for manual labor required to lift the equipment to the premises, the same will be borne by the lessee.

### **Ownership**

The Lessor covenants that he is the rightful owner and has the full tittle of the scheduled equipment and is entitled to enter this agreement and warranties that there are no charges that are payable on the same.

The lessee acknowledges that the lessor has the full tittle and ownership of the equipment. The lessee shall immediately notify the lessor in case any levy/lien is notified or is threatened with seizure. The Lessee shall indemnify and hold the lessor harmless against all loss and damages caused by such action.



The lessor and Lessee agree that at no time during this contract either expressly or implied that the ownership transfers to the lessee at any time. The ownership of the scheduled equipment is with the Lessor at all times during this contract.

## Payment of Lease Rental.

The customer shall pay the lease rent and all applicable taxes as described in the digital invoice mailed/couriered to him through online/card/cash within 7 days of receipt of the invoice. If the customer avails of any additional/optional services, the same will be billed in the monthly invoice including all applicable taxes.

In case the lessee fails to make the payment of lease rental within the stipulated time of seven days, the lessor will have the right to physically remove the leased equipment from the scheduled premises mentioned above.

# Care of Equipment

The lessee covenants that the scheduled equipment will be used in a careful and proper manner and shall not be used in any way that is inconsistent with Lessee's instructions or manuals. These include but restricted to:

Usage of the scheduled equipment not operated under normal municipal water or well water conditions or is subjected to temperatures over 400 C.

## Maintenance of Equipment

The maintenance of the scheduled equipment will be done by the lesser during the entire course of this agreement. All normal wear and tear of the equipment will be repaired by the lesser at his own cost. In case of any malfunction, the lessee shall notify the lesser and the lessor shall rectify the same within 5 working days. The lesser also covenants that in case the equipment does not function, the lesser shall not charge lease rental for the period the equipment is not working.

In Lesser shall not be responsible or liable for any repairs or alterations made by the lessee without prior written approval for products clogged by suspended matter, precipitates or biological matter or growth, precipitates or from failure of resulting from the lack of proper maintenance.

In case of the scheduled equipment failing due to mishandling of the product by the lessee, or has been subjected to misuse, misapplication, negligence, alteration, accident or operation contrary to our instructions, incompatibility with accessories not installed by the lessor, or that have been repaired with component parts other than those manufactured or obtained from the lessor, any charges that accrue including but not limited to labor, material, parts and any other items will be borne by the lessee only.

KCS PRIDE PRODUCTS LLP 2-2-290/29-30, New Venkataramana Colony, Nagole, Near: Reliance Fresh Nagole X Roads, Hyderabad-500068.



In case of any issue the equipment does not function satisfactorily due to no fault of the customer, the product will be replaced by Lesser at no cost to the lessee.

**Recharge & Payments** 

The lessee needs to have both Balance and Validity in his account for him to be able to use the Water Zoftnor Pro.

The eligible discounts for a 6 months plan will be applicable on full payment for 6 months and the security deposit only.

Subscription Cycle

The customer's subscription/rental cycle starts on the date Water Zoftnor Pro is installed to his/her house. The subscription/rental cycle is then, one month from that date. Subsequent month/s subscription/rental cycle will start from the very next day of the previous cycle completes.

Relocation

In case the Customer wishes to relocate the Product(s) from the registered address, a request shall be made to Bounten Zoftnor Pro weeks prior to the date the Customer wishes to relocate the Product along with the address proof of the new address. Once the request is raised, Bountenshall relocate the Product through its personnel only as per the mutually decided date with the Customer. the same shall be treated as early closure of the Agreement as per the Flexi Tenure Policy and the rental dues shall be payable as per the Flexi Tenure Policy.

Restriction of Use

The lessee covenants that he will use the equipment only for domestic purposes. The equipment will be handled only by persons authorized by the lessee for strictly legal purposes. Damage and Loss Policy

The lessee covenants that in case of any permanent damage due to negligence making the product unusable, loss or theft of the scheduled equipment, regardless of cause or fault, he will make 10% discount on the amount at mrp. The lessee is responsible for the safe keeping of the scheduled equipment and will inform the lesser of any damage or theft immediately.

The Lessee also undertakes to bear the costs including but not limited to:

Loss of, or damage or repair to the Equipment, loss of use, diminution of the Equipment's value caused by damage to it or repair to it.

Costs to enforce such charges including administrative fees for processing the claim and legal expenses.

Charges for late return of the Equipment will be applicable as per the policy of the company. All fines, penalties, court costs and other expenses relating to the Equipment assessed against Merchant or the Equipment during the rental Term.

All expenses Lessor incurs due to Lessee's failure to return the Equipment including costs in locating and recovering the equipment

All costs incurred to collect unpaid monies due; The payment for any permanent damage/loss will be paid immediately and this contract will terminate on the payment of the same. Indemnification/Liability

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The lessor shall indemnify, defend and hold harmless the lessor from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from Customer's use of the scheduled equipment by any cause. The lessor cannot and shall not be held liable for any sickness or illness due to the using from the Bounten water Zoftnor Pro supplied by the lessor since the lessor does not have any control over the maintenance and usage of the water softener. The provisions of this clause shall survive the termination of this agreement with respect to any claims or liability accruing before such termination. In no event shall the lessor be liable for any indirect, special or consequential loss or damages arising from customer's use of equipment, including but not limited to loss profits and loss revenue.

# Renewability

This contract may be renewed by giving seven days' notice by either party under the same terms and conditions.

## Termination

This agreement may be terminated in any of the following manners:

On completion of this agreement- the Lessee does not renew the agreement and returns the scheduled equipment to the lessor.

### Non Payment of lease rentals:

Lessor/Lessee inability to continue the agreement after giving 7 days' notice to either party. Loss or permanent damage to the scheduled equipment.

In case of "a", "b" and "c" above- the agreement will be terminated on the completion of the following:

i) Returning of the scheduled equipment to the satisfaction of the lessor from the scheduled premises only. In case of natural wear and tear the lessor will accept the equipment and installation and transportation charges will be deduct and will refund the security deposit. In case of Non Payment of lease rental or in the case of early termination, the balance lease rental due will be deducted from the security deposit and the balance if any will be refunded to the lessee.

In case of loss or permanent damage, the lessee will pay the lessor the full market value and the contract will then terminate.

#### Waiver

No failure of Lessor to exercise or enforce any of its rights under this Agreement shall act as waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of



subsequent breaches. Lessor's acceptance of payment with knowledge of a default by customer shall not constitute a waiver of any breach.

# Governing Law and Jurisdiction

This agreement shall be constructed and interpreted in accordance with the laws of India. The courts is Hyderabad alone, shall have jurisdiction to try any dispute arising out of this Agreement.

## Severability

In the event any provision of this agreement is held by a court or other tribunal of competent jurisdiction to be enforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision. Entire Agreement

This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. This agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

Assignment

Customer may not, without the prior written consent of Lessee, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this agreement and shall be void and shall be termed as 'illegal' under applicable laws.

## Force Majeure

The lessor shall not be held responsible for such failures which are a result of such Force Majeure but not limited to floods, earthquakes, transportation strikes, labour disputes with outside suppliers or any other condition beyond the control of the lessor

Customer name:	
H. NO	
FULL ADRESS	
PIN CODE	
LAND MARK	
CONTACT DETAILS 1)	
ALTERNATE CONTACT DETAILS 2)	
UPI NUMBER (OR) PAYMENTS DETAILS	5
Installation Date:	

KCS PRIDE PRODUCTS LLP 2-2-290/29-30, New Venkataramana Colony, Nagole, Near: Reliance Fresh Nagole X Roads, Hyderabad-500068.



Company Details:

Name: KCS PRIDE PRODUCTS LLP

Address: 2-2-290/29-30, New Venkaramana colony, Nagole

Near Reliance smart point, Supraja Hospital - 500068

Authority Signature:

Name:

Designation: