

DNA RENTAL AGREEMENT

Welcome to DNA Health and congratulations for making such a smart choice. Now that you are part of the family, we'll take care of any service needs related to your appliance. Our mission is to make you happy and take away any stress that you may have in dealing with your appliance. The contract attached provides all the detail you will need regarding our commitment to one another.

CUSTOMER DETAILS

Customer Name: _____ Company Name: _____

SA Identity Nr: _____ Registration No: _____

VAT Number: _____

Work Tel: _____

Cell Tel: _____

Postal Address: _____

Business Address: _____

BANKING DETAILS

Bank: _____

Branch Code: _____

Account Number: _____

Account Type: _____

Payment Date: _____

CONTRACT DETAILS

Start Date: _____

Duration of Contract:

12	24	36
Months	Months	Months

End Date: _____

Monthly Instalment: _____

Pro-Rata Amount: _____

Installation Address: _____

APPLIANCE & INSURANCE

Product: _____

Model: _____

Serial Number: _____

Insurer: _____

This document records the terms and conditions of the rental agreement entered onto (date) between DNA Health and Customer Name Identity Number, (hereinafter referred to as 'the Customer'). DNA Health has rented to the customer, who has hired, the equipment described herein on the standard DNA Health terms and conditions set out in this Agreement. The customer acknowledges that the subscriber application information that he / she provided to DNA Health and which is stored electronically is true and correct.

Customer Initial _____

Signed at _____ on _____ 2021.

Customer Full Name and Surname: _____

Customer Signature: _____

DNA Rep Full Name and Surname: _____

DNA Representative Signature: _____

Terms and Conditions

DNA Health has rented to the customer, who has hired, the equipment described herein on the standard DNA Health terms and conditions set out on the pages below. The customer acknowledges that the subscriber application information that he / she provided to Burberry Trading CC and which is stored electronically is true and correct.

The customer shall be obliged to use any and all equipment and accessories strictly in accordance with the specifications, instructions and directions laid out by the manufacturer of such equipment.

Where a DNA Health representative does a demonstration for the customer or attends to the installation or set up of any equipment, the customer acknowledges that this is done as a courtesy and the customer shall at all times remain responsible for ensuring that the equipment is and at all times remains fit for purpose and is used safely and responsibly and in accordance with the manufacturer's instructions and directions.

WAIVER: DNA Health will deliver equipment in good working order. Thereafter, the customer is required to take care of and prevent any harm to the equipment (particularly plugs and electrical cables) in order to prevent damage to property, serious injury or death.

Accordingly, the customer indemnifies DNA Health against any claims arising from the use or abuse of the equipment unless the damage has been caused by the intentional or grossly negligent actions or omissions of the directors, officers, agents or employees of DNA Health.

The customer specifically acknowledges and agrees that DNA Health will not be responsible for any loss or damage to person or property that might arise out of the installation, set up or use of the equipment forming the subject matter hereof.

Terms and Conditions of Rental

1. Definitions

1. "Agreement" means this DNA Health Rental Agreement, including any relevant annexures
2. "Customer" means the person renting the Equipment from DNA Health.
3. "Equipment" means the Equipment rented from DNA Health as described above, and as may be further specified hereinafter in the Equipment List, and any Equipment substituted for that Equipment from time to time.
4. "Service Area" means an area or areas within which DNA Health provides delivery, collection and/or on-site technical service from time to time.
5. "DNA Health" means Burberry Trading CC and its successors in title or assigns

2. Letting, Duration & Ownership

1. DNA Health hereby rents the Equipment to the Customer, who rents the Equipment from DNA Health on a monthly basis, from the date that it is installed until either DNA Health or the Customer gives 30 (thirty) days written notice of termination to the other. The Customer is still expected to pay the full remainder owing on the balance of the contract as a once-off payment. The Customer is also expected to return the equipment to DNA Health in good repair, condition and working order.

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2. The Customer recognises that DNA Health is entitled to assess its existence, details and propensity to pay and accordingly consents to DNA Health accessing relevant databases for the purposes of assessing this and to DNA Health providing information to such databases on the Customer's propensity to pay monies due to DNA Health.
3. DNA Health is the owner of the Equipment and will remain the owner of the Equipment during the period of this agreement and afterwards.
4. Upon termination of this rental agreement for any reason whatsoever, the Customer shall be obliged to return the Equipment to DNA Health together with all accessories and manuals set out in the Equipment List, in good working order – fair wear and tear excepted.
5. Should the Customer fail to provide the Equipment as required above or should the condition of the Equipment returned not meet the required standard set out above, DNA Health will be entitled to charge the customer for replacement or relevant repair of the Equipment at a reasonable cost to be determined by DNA Health in its absolute discretion.

3. Delivery & Acceptance

1. The Customer is required to pay for initial delivery/courier charges at start of the lease period to transport the equipment to the Customers' place of business or residence.
2. DNA Health reserves the right to charge a reasonable collection and administration fee for collecting the Equipment at the end of the lease period to transport the equipment back to DNA Health's place of business. This fee is agreed to be an amount of R1000 per unit.
3. Neither DNA Health nor its authorised installers shall be required to move existing non-DNA Health equipment other than what is required in order to install the DNA Health Equipment.
4. If the Customer transports, installs, or reinstalls the Equipment, whether with or without DNA Health's consent, then such installation is done at the Customer's risk and DNA Health shall be entitled to impose a surcharge for any damage or unnecessary call-outs as per 6.2 below.
5. If a staff member or family member at the delivery address signs DNA Health's delivery note, such signature shall be as if the Customer had signed.

4. Rentals

1. All monthly rentals will be paid on or before the first day of each calendar month after the date of delivery.
2. The pro-rata payment for any period from delivery to the end of that month will, depending on the date of delivery, be collected with the first month's rental, alternatively by separate debit order.
3. DNA Health may, in its discretion increase the monthly rental payable by no more than 10% in any one year.

5. Payment

1. All payments due by the Customer to DNA Health will be made, without deduction or set-off, by means of a debit order on the Customer's bank account.
2. If the Customer changes banks, DNA Health cedes this agreement or banking regulations change, the Customer agrees to sign a new debit order mandate.
3. Payment will only be deemed to be made if the debit order is not returned.
4. The computer accounts or a certificate signed by the financial manager of DNA Health, whose appointment need not be proved, will be prima facie proof of all monies due by the Customer to DNA Health.
5. All amounts due will bear value added tax at the applicable rate from time to time.
6. DNA Health May debit the Customer's account with an administration fee of up to R50 if the debit order is returned unpaid and an administration fee of up to R50 per month if no debit order is in place.
7. Equipment remains property of DNA Health until the Customer exercises their option to take ownership in terms the separate Ownership Agreement. Should the account fall into arrears, DNA Health has the right, in its sole discretion, to trace the customers whereabouts and new contact details with any information or connected information at our disposal.

6. Maintenance

1. For as long as the Customer complies strictly with these Terms and Conditions of Rental, DNA Health will maintain the Equipment in good working order and repair, or if necessary, substitute the Equipment with equivalent Equipment.
2. DNA Health may impose a surcharge if:
 1. The Customer booked a service call, but the fault was due to the Equipment not being turned on or assembled correctly; or

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2. The Customer insists on an after-hours service call or is unable to provide access to the Equipment for the technician at the agreed time.
3. The Customer may not:
 1. Use the Equipment for any purpose for which it is not commonly intended;
 2. Sell, donate or otherwise alienate the Equipment, nor allow them to be attached in terms of any lien or hypothec;
 3. Cede or transfer any rights to the Equipment;
 4. Deny DNA Health's agents or employees reasonable access to the Equipment;
 5. Tamper with the Equipment or allow anyone else to tamper with, repair, alter, modify, adjust or service the Equipment;
 6. Relocate the Equipment to a place other than the installation address without notifying DNA Health.
4. Notwithstanding DNA Health's maintenance obligations, the customer is responsible to protect the Equipment and ensure that it is used safely and is safe for use at all times. Any repairs or damage arising from or attributed to such improper or unsafe use shall be for the Customer's account.

7. Risk Waiver

1. DNA Health requires that The Customer has appropriate insurance coverage for the Equipment and the Customer shall provide adequate proof thereof upon signed agreement.
2. DNA Health, being the owner of the Equipment, hereby elects to retain the risk of damage to the Equipment, other than in the following instances, in which events the Customer will be liable to compensate DNA Health for the damage to the Equipment:
 1. Where the Customer is in arrears with any rental payment due;
 2. Where the Customer was negligent in securing the Equipment or the installation address;
 3. Where the Equipment was damaged intentionally or as a result of gross negligence on the part of the Customer.
 4. Where the Equipment is of a portable nature and the Equipment is:-
 1. Damaged by being dropped, thrown or making contact with a hard object or being immersed in water or other liquids;
3. Where the risk has been retained by DNA Health, DNA Health will replace the Equipment as soon as reasonably possible with similar Equipment, or by agreement with the Customer, terminate the rental.
4. Where the risk has passed to the Customer, the Customer shall first compensate DNA Health for the loss before DNA Health is obliged to replace the Equipment, and the Customer shall continue to pay the monthly rental.

8. Breach

1. Without prejudice to any other claims and remedies that DNA Health may have against the Customer, DNA Health may cancel and terminate this agreement with immediate effect if the Customer breaches any term of this agreement and remains in breach for a period of seven days from the date upon which the breach first occurred.
2. Late returns are subject to a fee of the two-day rental price per day. If The Customer fails to pay any rent or other amounts herein provided within ten (10) days after the same is due and payable, or if the The Customer fails to observe, keep or perform any other provision of this agreement required to be observed, kept or performed by the Customer, DNA Health shall have the right to exercise any or more of the following remedies:
 - 2.1. To declare the entire amount of rent hereunder immediately due and payable without notice or demand to The Customer.
 - 2.2. To sue for and recover all rents, and other payments, then accrued or thereafter accruing.
 - 2.3. To take possession of the equipment, without demand or notice, wherever same may be located, without any court order or other process of law. The Customer hereby waives any and all damages occasioned by such taking of possession.
 - 2.4. To terminate this agreement.
 - 2.5. To pursue any other remedy at law or in equity.To charge interest at 20 percent (20%) per annum on amounts due, compounded monthly.

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9. General

1. In the event that the Customer has concluded this agreement by means of signing this document, then these Terms and Conditions of Rental, together with the appendices hereto, constitute the sole record of the agreement between DNA Health and the Customer with regard to the Equipment, and DNA Health shall not be bound by any representation, warranty, or implied term not recorded herein.
2. In the event that the Customer has concluded this agreement by means of an oral contract, recorded on DNA Health or DNA Health's agents' call-recording system, then these Terms and Conditions of Rental, together with the appendices hereto and the aforementioned recording constitute the sole record of the agreement between DNA Health and the Customer with regard to the Equipment, and DNA Health shall not be bound by any representation, warranty, or implied term not recorded herein.
3. No addition to, variation or consensual cancellation of this agreement shall be of any force and effect unless reduced to writing and signed on behalf of DNA Health. No indulgence which DNA Health may grant to a Customer shall constitute a waiver of any of DNA Health's rights.
4. DNA Health may, without notice, cede and assign its rights and obligations under this agreement, including its rights of ownership in the Equipment, either absolutely or as collateral security to any person, whereupon the Customer shall hold the Equipment on behalf of such person instead of DNA Health and, if required, make the monthly rental payments to that person.
5. The Customer may not cede its rights or obligations in terms of this agreement without DNA Health's prior written consent.
6. DNA Health will deliver equipment in good working order. Thereafter, the customer is required to take care of and prevent any harm to the equipment (particularly plugs and electrical cables) in order to prevent damage to property, serious injury or death. Accordingly, the customer indemnifies DNA Health against any claims arising from the use or abuse of the equipment unless the damage has been caused to a consumer by the intentional or grossly negligent actions or omissions of the directors, officers, agents or employees of DNA Health
7. The Customer hereby indemnifies DNA Health against any loss, injury or damage suffered by DNA Health arising out of or in connection with the Customer's use of the Equipment from whatever cause and against any claims of whatever nature that may be instituted against DNA Health arising from the use of the Equipment and any consequential loss or damage arising from the a foregoing.

10. Personal Information

1. The customer acknowledges that DNA Health will store, process and use the customer's personal information in order for DNA Health to comply with the terms of this Agreement. Such information includes but is not limited to the customer's addresses and contact details, identity number, banking details, employment and financial information, demographic information and credit history.
2. The customer further agrees to DNA Health storing, processing and using the customer's personal information for, inter alia, the following purposes:
 1. Marketing DNA Health and DNA Health's affiliates' current and future products to the customer from time to time.
 2. Analysing customer data and trends from time to time itself and with the assistance of service providers.
 3. Reporting information on the customer and the manner in which the customer conducts its account to credit bureaux and other similar organisations from time to time.

11. Product Specific Terms and Conditions

1. Electrical Equipment
 1. Equipment rented requiring electricity will be connected to the customer's electricity supply during installation & should not be interfered with as this may cause death or serious injury to anyone in contact with the equipment at the time or later if the interference results in an electrical fire. Where the connection to the electricity supply requires more than 'plugging the appliance in' any electrical work or certificate of compliance must first be done by the customer at the customer's cost.
 2. The customer shall be obliged to use any and all equipment and accessories strictly in accordance with the specifications, instructions and directions laid out by the manufacturer of such equipment.
2. Kitchen Appliances
 1. The customer shall be obliged to use any and all equipment and accessories strictly in accordance with the specifications, instructions and directions laid out by the manufacturer of such equipment.

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2. DNA Health is not responsible for the cost or installation of any plumbing or electrical connections required to make kitchen appliances or features of such kitchen appliance's function. The customer must ensure that any such connections are available prior to delivery by DNA Health.

OPTION AGREEMENT – RENT TO OWN

1. DNA Health has granted to the Customer the option to purchase from DNA Health the Equipment which is the subject matter of and are specified in a monthly Rental Agreement, between DNA Health and the Customer relating to the goods ('the Monthly Rental Agreement').
2. The said option may be exercised by the customer at any time after the lapse of the full rental period from the date hereof, provided that at the time of any such exercise of the option, the Monthly Rental Agreement is still in force and the Customer is not then in breach of any term of the Monthly Rental Agreement.
3. Should the customer wish to exercise the said option, it shall be entitled to do so by:
 1. Advising DNA Health, in writing, that it wishes to exercise the option, and
 2. Such advice to reach DNA Health before the 15th of the relevant month, to take effect from the first of the following month, and
 3. Making the payment referred to in paragraph 4 below.
4. The purchase price of the Equipment shall be equal to 3 times the last months monthly rental amount payable immediately, regardless of when the option is exercised. Once the amount has been received by DNA Health. The Customer has effectively taken ownership and all warranties become void and the full responsibility of any service, repair and transport costs are to be borne by the Customer.
5. For the avoidance of doubt, if the customer does not exercise the option as soon as the customer is entitled to do so, the Monthly Rental Agreement shall continue to be of full force and effect until the earlier of: –
 1. The customer exercising the option at a later date, and
 2. DNA Health terminating the rental agreement, upon which termination the customer is required to return the equipment to DNA Health.
6. On the termination of the Monthly Rental Agreement for whatever reason, the aforementioned option shall lapse and shall be of no further force or effect.
7. The provisions of clause 10 of the rental agreement shall mutatis mutandis apply to this option.
8. Upon the proper exercise of the Option and payment of the purchase price referred to in paragraph 3 above, ownership of the Equipment shall pass to the Customer.
9. This document comprises the sole record of the Option, and DNA Health shall not be bound by any representation, warranty or implied term not recorded herein. No addition to, variation or consensual cancellation of this agreement shall be of any force and effect unless reduced to writing and signed on behalf of DNA Health. No indulgence which DNA Health may grant to a Customer shall constitute a waiver of any of DNA Health's rights.
10. DNA Health may, without notice assign its obligations under this Option any person to whom it assigns its rights and obligations under the Monthly Rental Agreement.

VOETSTOETS: As the Equipment will not be new at the time of exercising the above option and the Customer will have been in possession of the Equipment for some time and fully aware of its function and condition, the purchase shall be on a 'Voetstoets' basis.'

WAIVER: DNA Health will have maintained the Equipment in good working order during the term of the rental agreement. The Customer, in turn, was required to take care of and prevent any harm to the Equipment (particularly plugs and electrical cables) in order to prevent damage to property, serious injury or death. Accordingly, the Customer indemnifies DNA Health against any claims arising from the use or abuse of the Equipment unless the damage has been caused to a Consumer by the intentional or grossly negligent actions or omissions of the directors, officers, agents or employees of DNA Health.

Customer Initial _____