

Equipment Rental Agreement

The Rental Agreement is made between the following Parties:

The Owner:

EV Mobilite Ltd

PO Box 76785

Manukau City

Auckland 2241

The Customer:

1. Term.

The Agreement shall commence on the effective date and remain in full force until the Equipment is returned or collected by the Owner, EV Mobilite Ltd.

The Agreement is made solely between the two parties and no other third party shall become involved, no Assignment of this Agreement shall occur.

The Equipment shall remain the legal property of the Owner at all times.

All parties represented are deemed to have full capacity, are legally able and entitled to enter into this agreement.

2. Rental Equipment

A. Model Number

B. Serial Number

C. Duration of Rental

D. Region of Use

E. Start Date and Time

F. End Date and Time

G. Rental Fee

H. Security Deposit Fee
Refundable

I. Delivery / Pickup Charge

J. Identification

K. Credit Card (Visa / MasterCard)

Expiry Date

3. Condition of Equipment

The Customer acknowledges they have examined the Equipment and that it is in good condition, except otherwise specified at the time of Rental and noted by both parties. The Owner expects the Equipment to be returned in the same condition as the Customer received it, except for normal wear and tear. Normal wear and tear is defined as minor scuffs or small scratch marks under this Agreement.

Loss or Damage

The Customer shall alert the Owner to any damage to the Equipment and shall be fully responsible for the repair or replacement of the Equipment.

Care of Equipment

The Equipment shall be used in a careful and proper manner and only in the way that the Owner has demonstrated. The equipment shall not be used in a manner that is inconsistent with the Owners instructions and in the online Manual. It is acknowledged that the maximum weight for its use is limited and restricted to 120kg.

Lithium – Ion Battery

The Equipment is supplied with either a 278Wh or a 417Wh Battery, dependant on the model selected. The Customer acknowledges that the **278Wh Battery is only allowed for International flight travel** and certain conditions must be adhered to. The Customer must inform the Owner if they intend to travel overseas with the Equipment. The Battery must be fully charged on collection of the Equipment at the end of the rental period.

Restrictions on Use

The Equipment shall not:

- (1) Be used on Grass, Sand or any type of “Off Road” conditions.
- (2) The Customer will endeavour to limit the Equipment’s use in inclement weather, as the equipment is not rated or suitable for these conditions beyond the IP54 Rating.
- (3) Be operated in a manner likely to cause damage to the Equipment.
- (4) Used in a manner that is likely to commit a violation of any law in New Zealand or internationally.
- (5) Operated by any individual or any “Combination of a Loading “, that exceeds the maximum safety rating of 120kg.

Insurance

The Customer will ensure they have adequate Insurance to cover any damage, loss or theft of the Equipment, be it, “Accidental or Force Majeure “. The owner has the right to retain the Customer’s Deposit in such an occurrence, and to charge the Customers Credit Card, up to the full replacement value in the case of either theft or loss.

Warranty

The Owner warrants that the equipment will be in a safe, good working condition upon rental. The supplied Battery will be fully charged upon delivery. The owner will instruct the customer on how to safely operate the equipment, to their satisfaction.

Termination

The Agreement shall terminate on the date specified on this Agreement. The Owner may offer the Customer the option of extension if requested and in a position to comply with that request. The Owner reserves the right to terminate this Agreement earlier upon notice to the Customer and the Customers payment will be refunded in full.

“The Customer acknowledges receipt of a copy of this Agreement, has read and understands their obligations set forth in the Agreement and accepts these terms and conditions.”

Owners Name**Customers Name**

Printed Legal Name

Printed Legal Name

Signature

Signature

Date

Date