

mylife™ YpsoPump® Holiday Loan Contract

PLEASE DATE – valid for 12 months from date signed

PARTIES

(1) Ypsomed Limited a company incorporated in England and Wales under number 07132723 whose registered office is at 1 Park Court, Riccall Road, Escrick, North Yorkshire, YO19 6ED; and

(2) of (You)

Read these Conditions

Because we can accept your Order and thus make a legally enforceable agreement without further reference to you, it is important to you to read our Conditions carefully and to make sure that they contain everything which you want and nothing that you are not willing to agree to. If you are unsure about any of this, please, phone our customer-care line on **0344 856 7820**.

1 Interpretation

The following words have these meanings throughout the Conditions:

we, us or our

means Ypsomed Limited Registered in England and Wales with number 07132723 VAT number 986589827 registered office address 1 Park Court, Riccall Road, Escrick, North Yorkshire, YO19 6ED fax number (+44) 0844 507 0443 email info@ypsomed.co.uk telephone number (+44) 0344 856 7820;

Equipment

means the mylife™ YpsoPump® insulin infusion pump;

Holiday

means the dates given to us by You when requesting the Equipment

Replacement Fee

means the sum of £1700.00 excluding VAT

Return Period

means not more than two weeks from the end of your Holiday but in any event within 12 months of the date of this Agreement

2 Agreement

(a) We agree to loan the Equipment to You for your Holiday subject always to the following matters and you hereby agree that:

- (i) If You lose, destroy or damage the Equipment;
- (ii) If the Equipment is returned to us in a used condition or is programmed with any data.
- (iii) If You do not return the Equipment to us in the provided envelope by the Return Period; You will pay to us the Replacement Fee on demand.

(b) If You use the Equipment because your existing mylife™ YpsoPump® insulin infusion pump has a defect of mechanical error that cannot be resolved then we will not demand payment of the Replacement Fee.

3. Title

You acknowledge that:

- (a) we will at all times retain the ownership of the Equipment; and
- (b) You will have no right of ownership in the Equipment;

4. Excluding liability

We do not exclude our liability for death or personal injury caused by our negligence or breach of our duties under the law, fraud or fraudulent misrepresentation. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both You and us at the time when the Contract was made, or (ii) loss which relates to your business, trade, craft or profession to the extent that it would not be suffered by a buyer who is a Consumer. This is because we believe that You are not using the Equipment wholly or mainly for the purposes of your business, trade, craft or profession.

5. Governing law, jurisdiction, complaints and codes

This Contract will be governed by the law of England and Wales.



Joseph Wales, General Manager
Signed on behalf of Ypsomed L

.....
Signed by patient (or patient's carer)