

# Delivery conditions

## Article 1.º - Conditions of use

- 1.1 The tenant is responsible for all damage caused to the rented equipment between the time of collection/delivery and the time of returning/pick up. Our products are checked for damage, condition, completeness and operation on delivery as well as on receipt. The materials rented by the tenant are delivered clean and in good condition and must be returned in the same conditions, otherwise, the costs of cleaning and/or any damage will be charged to the tenant, the same applies to loss of the material (price of the machine is 950€ w/VAT).
- 1.2 The tenant is obliged to report any damage or defects to the rented equipment. The tenant is not allowed to carry out any repairs without Déliosia's permission.
- 1.3 If the defect or damage to the rented equipment is not the responsibility of the tenant, the tenant is entitled to have the equipment replaced during the term of the contract. The exchange of the machine as a replacement takes place at the same place as the delivery/collection. If exchange is not possible, the lost days will not be charged.

## Article 2.º - Delivery/collection

- 2.1 The delivery/collection takes place, unless otherwise agreed, on the day before the start of the rental period and the return/pick-up on the day after the end of the rental period. Late returns will be charged at least 1 day and at most the number of days delayed.
- 2.2 The tenant pays a deposit of 100€ per machine, which, if all is returned in good condition, will be refunded to the tenant within 7 working days. Any additional costs will be deducted from the deposit; if the costs are higher than the deposit, these will have to be paid after by the tenant. For collections and distances over 150km the deposit is 250€.

## Article 3.º - Tenant's obligations

- 3.1 The tenant is obliged to use the rented materials in accordance with this contract and in particular to the following:
  - Not to make any modifications to the rented materials.
  - To provide Déliosia with access to the rented materials at all times.
  - Reject claims from third parties and compensate Déliosia.
  - Subletting and making the material available to third parties may only be carried out with the written authorization of Déliosia.

## Article 4.º - Insurance

- 4.1 The tenant is liable for the risk and has total responsibility of the rented materials during the period in which they are made available to the tenant. To this end, the tenant must, if necessary, insure the materials and keep them insured against any damage, including loss, theft, damage and fire, etc.

## Article 5.º - Liability

- 5.1 Déliosia is not responsible for any damage that may arise directly or indirectly to the tenant or to third parties of the rented machine. The tenant will indemnify Déliosia for all claims in this regard, including claims from third parties.  
When booking the machine, 50% of the total rental price must be paid and has to be in our
- 6.1 bank account within 5 working days or else the reservation will be canceled. The remaining amount, including the deposit, must be paid 48 hours prior to delivery by bank transfer, or in cash at collection/delivery.

## Article 7.º - Tenant's notification obligations

- 7.1 The tenant is obliged to provide a valid proof of identity, of which a copy will be made and kept for the duration of the rental period and which will be disposed of after this period.
- 7.2 The tenant must inform Déliosia immediately if the tenant is seized of the rented materials, or if in any other way Déliosia's property rights are in danger of being damaged.

## Article 8.º - Cancellation

- 8.1 If cancellation occurs 7 days or less before the rental date, 50% of the rental price will be charged. Déliosia may, at any time, terminate the rental contract without any explanation. In that case, the amount already paid by the tenant will be refunded.

## Article 9.º - Applicable law and disputes

- 9.1 For the execution of the contract between the tenant and Déliosia, both declare to have chosen domicile in the place where Déliosia is established. The contract is governed by Portuguese law. In the event of a dispute arising from the interpretation and/or application of this contract, the District Court of Odemira shall have jurisdiction.