

# Dispenser Loan, Care and Return Agreement

**Between:**

- (i) Deb USA, Inc. of 2815 Coliseum Centre Drive, Suite 600, Charlotte, NC 28217 ("Deb")
- (ii) [ ] of [ ] ("Distributor")
- (iii) [ ] of [ ] ("Customer")

**Deb, Distributor and Customer agree to the following for the purpose of tracking Deb Dispensers for customer notifications, warranty issues and possible upgrades to dispensers:**

**SECTION 1 – Loan of Dispensers**

For the purpose of using Deb skin care products, the Customer will be provided with Deb Dispensers ("the Dispensers") on loan and free of charge for a period of 3 years unless extended by mutual agreement. The Dispensers are listed in the Schedule to this Agreement

- 1. The Dispensers shall at all times remain the sole property of Deb

**SECTION 2 – Care of Dispensers**

- 2. Deb confirms that the Dispensers will provide reliable service and are covered by a life time replacement guarantee provided they are installed in accordance with Deb's instructions and are properly cared for thereafter
- 3. Customer will:
  - (a) Ensure that the Dispensers are maintained with reasonable care in accordance with Deb instructions
  - (b) Ensure that the Dispensers will only be used with Deb's recommended products purchased from an approved Deb distributor.
  - (c) Notify Deb immediately should any Dispensers require repair or replacement. Following this notification Deb will arrange such repair or replacement in a timely manner

**SECTION 3 – Notification**

- 4. Customer will:
  - (a) Notify Deb should the Customer decide to issue a bid for their skin hygiene products
  - (b) Notify Deb should the Customer decide to obtain Deb Skin Hygiene products from an alternate Deb Distributor
  - (c) Notify Deb immediately if the Dispensers are no longer required. Deb reserves the right to collect the Dispensers from Customer's premises

Distributor will inform Deb immediately if it becomes aware that either the Customer is going out for bid or no longer requires the Dispensers

**SECTION 4 - Other**

- 5. Deb shall be held harmless by Distributor and Customer against, and shall not be liable for, claims, proceedings or costs in respect of any injury damage or loss arising out of installation or operation of the Dispensers, unless such injury, damage or loss has been caused by the negligence of Deb, its employees or agents
- 6. Deb may terminate this agreement in the event of:
  - (a) Distributor or Customer failing to observe or perform any one or more of its obligations under this Agreement

**SIGNED for and on behalf of Customer**

**SIGNED for and on behalf of Deb USA, Inc.**

<b>Print Name</b>	<b>Print Name</b>
<b>Signature</b>	<b>Signature</b>
<b>Date</b>	<b>Date</b>

**Schedule:**

**Dispensers loaned under this agreement ('the Dispensers')**

Deb Code	Description (including size of dispenser i.e., 1L, 2L or 4 L)	Quantity	Date Installed

Agreed contribution per Dispenser towards installation at Customer's premises: \$ per dispenser