



Hardware Lease Agreement - Terms and Conditions

These Terms and Conditions apply to the Lease Agreement and are in addition to the General Terms and Conditions set by Quantix IT Services (the Lessor). If there is any conflict between the two, the General Terms and Conditions will take priority unless the Lessor agree otherwise in writing.

1. Definitions

These terms apply to lease equipment provided by the Lessor.

- 1.1. **Casualty Value** – The estimated market value of the equipment at the end of the Lease Term. If the Equipment is a Total Loss, this means the value it would have had at the end of the Term if the loss had not occurred. The Casualty Value will never be more than the original purchase price and may be less.
- 1.2. **Equipment** – The equipment leased from the Lessor.
- 1.3. **Total Loss** – Any damage or loss that cannot be repaired, or where the cost to repair is greater than the equipment’s market value.
- 1.4. **Lease** – This agreement where the Lessor rents the Equipment to the Lessee for a set period, under the terms stated in the Agreement.
- 1.5. **Lessor** – The person or company that owns the Equipment and is renting it out under this Lease Agreement.
- 1.6. **Lessee** – The person or company that is renting the Equipment from the Lessor under this Lease Agreement.
- 1.7. **Term** – The time the Lease lasts, starting on the agreed start date and ending on the agreed end date.

2. Interpretation

Unless stated otherwise in these terms:

- 2.1. Words in singular include plural, and vice versa.
- 2.2. References to any gender include all genders.
- 2.3. References to laws include any updates or replacements.
- 2.4. Headings and bold text are for convenience only and don’t affect meaning.
- 2.5. All dollar amounts are in Canadian Dollars.
- 2.6. All times refer to Atlantic Daylight Time (ADT).
- 2.7. “Person” includes individuals, companies, partnerships, trusts, governments, and similar entities.
- 2.8. References to clauses, schedules, or exhibits mean those in this document.
- 2.9. Schedules and descriptions of parties are part of these terms.
- 2.10. References to agreements or documents include any updated or replaced versions.
- 2.11. Defined words include related forms (e.g., plural or verb forms).
- 2.12. “Will” indicates a condition, not a guarantee.
- 2.13. References to bankruptcy or winding up include similar processes under any applicable law.

3. Application of These Terms

- 3.1. If any part of this Agreement conflicts with the laws of the Province of New Brunswick (the “Act”), the law will take priority. That part of the Agreement will be changed or removed as needed to comply with the law. Any provisions required by law are automatically included in this Agreement.
- 3.2. If any part of this Agreement is found to be invalid or unenforceable, the rest of the Agreement will still apply as if the invalid part had never been included.

4. Lease of Equipment

- 4.1. The Lessor agrees to lease the Equipment to the Lessee for the Term stated in the Agreement. The Lessee agrees to use the Equipment only for its intended purpose and in accordance with all applicable laws.

5. Ownership

- 5.1. The Equipment belongs to the Lessor and will always remain the Lessor's property.
- 5.2. The Lessee cannot use the Equipment as collateral, pledge it as security, or allow any claims or liens against it.
- 5.3. The Lessor guarantees that the Lessee has the right to lease and use the Equipment included in the Agreement.
- 5.4. If the Lessee is not in default of the lease payments for the Equipment, the Lessor will not interfere with the Lessee's peaceful use and possession of the Equipment for its intended purpose.

6. Term

- 6.1. The Lease begins on the Start Date and ends on the End Date stated in the Agreement, unless terminated earlier under the terms below.

7. Payment

- 7.1. The Lessee agrees to pay all lease fees as outlined in the Agreement.
- 7.2. All amounts in this Agreement are in Canadian dollars. All payments must be made in Canadian dollars unless both parties agree in writing to use a different currency.
- 7.3. Any overdue payments will incur interest at a rate of 3% per month.
- 7.4. Late payments may result in additional charges or suspension of services.

8. Default

- 8.1. An "Event of Default" happens if any of the following occur:
 - 8.1.1. The Lessee does not pay any amount due under the Agreement or fails to meet other obligations in the Agreement.
 - 8.1.2. The Lessee becomes insolvent, assigns property for the benefit of creditors, or files for bankruptcy (or has bankruptcy proceedings started against them) under Canadian law or any other applicable law.
 - 8.1.3. A legal claim or lien (such as a writ of attachment or execution) is placed on the Equipment and is not removed within 10 days.
- 8.2. If an Event of Default occurs, the Lessor may do any of the following:
 - 8.2.1. Require the Lessee to immediately pay all remaining fees for the entire Lease Term.
 - 8.2.2. Start legal action to recover unpaid fees and any other amounts owed, both before and after the default.
 - 8.2.3. Take back the Equipment without notice or a court order, wherever it is located. The Lessee agrees not to claim damages for this repossession.
 - 8.2.4. End this Agreement immediately by giving written notice to the Lessee.
 - 8.2.5. Use any other legal or equitable remedy available.

9. Insurance

- 9.1. The Lessee must maintain insurance coverage for the Equipment during the entire Lease Term.
- 9.2. This insurance must cover loss, theft, and damage (including Total Loss) for at least the Casualty Value of the Equipment.
- 9.3. The Client must provide proof of insurance to the Lessor upon request.
- 9.4. If the Lessee fails to maintain this coverage, the Lessor may obtain insurance on the Lessee's behalf and charge the cost to the Lessee.

10. Loss or Damage

- 10.1. To the extent permitted by law, the Lessee will be responsible for risk of loss, theft, damage, or destruction to the Equipment from any and every cause.
- 10.2. If the Equipment is lost, stolen, or damaged beyond repair...
 - 10.2.1. The Lessee will provide the Lessor with prompt written notice of such loss or damage.

- 10.2.2. The Lessee must pay the Casualty Value as defined by the Lessor.
- 10.2.3. The Lessor will provide replacement equipment of equal value.
- 10.2.4. The Lessee will continue paying all lease fees as outlined in the Agreement.

11. Support and Priority

- 11.1. All support requests related to the Equipment will be handled by the Lessor.
- 11.2. The Lessor has sole discretion to determine the priority level of any support request.

12. Liability

- 12.1. The Lessee is responsible for any damage caused by misuse or negligence.
- 12.2. The Lessor is not liable for any indirect or consequential damages arising from the use of the Equipment.

13. Termination

- 13.1. The Lessor may end this agreement at any time with 30 days' written notice. The termination date is calculated from the day the Lessee receives the termination notice.
- 13.2. The Lessor may terminate this Lease if the Lessee fails to comply with these Terms and Conditions.
- 13.3. All termination notices must be in writing and sent by email to the Lessee's last known email address.
- 13.4. The Lessee must pay for all services provided up to the termination date, and any contractual recurring expenses applicable beyond that date to the end of the original term period.
- 13.5. Any remaining balance must be paid according to the payment terms on the invoice provided to the Lessee by the Lessor.
- 13.6. Upon termination, the Lessee must return the Equipment immediately.

14. Governing Law

- 14.1. These terms are governed by Canadian law. Both parties agree to the non-exclusive jurisdiction of Canadian courts.

15. Use of Equipment

- 15.1. The Lessee must use the Equipment carefully and follow the manufacturer's instructions and recommendations.
- 15.2. The Lessee must comply with all applicable laws, including environmental and copyright laws.
- 15.3. The Lessee may only use the Equipment for its intended purpose and not for any other use.
- 15.4. The Lessee cannot alter, modify, or attach anything to the Equipment without the Lessor's prior written consent. Any approved changes must be easily removable and must not damage the Equipment's function or value.

16. Repair and Maintenance of Equipment

- 16.1. The Lessee must take reasonable care of the Equipment and notify the Lessor immediately of any damage or malfunction. The Lessor will handle repairs unless otherwise agreed.
- 16.2. The Lessee must keep the Equipment in good condition and appearance at their own expense, except for normal wear and tear.
- 16.3. The Lessee is responsible for procuring from the Lessor any parts needed to maintain the Equipment, at the expense of the Lessee.
- 16.4. If the Equipment is not in good condition when returned, the Lessor may make the necessary repairs and will send the Lessee written notice and an invoice for the actual repair costs. The Lessee must pay these costs immediately upon receiving the invoice.

17. Warranties

- 17.1. The Equipment will be in good working order and condition when it is delivered to the Lessee.
- 17.2. The Equipment is of standard quality and suitable for its normal intended use.

18. Indemnity

- 18.1. The Lessee agrees to protect and compensate the Lessor for any claims, lawsuits, costs, damages, or liabilities—including legal fees—that arise from the Lessee's use of the Equipment.

19. Assignment

- 19.1. The Lessee cannot transfer this Agreement, their rights under it, or their interest in the Equipment without the Lessor's prior written consent.

- 19.2. If the Lessee assigns any of these without consent, the Lessor may use all available remedies and claim any damages caused by the assignment.
- 19.3. The Lessor cannot transfer this Agreement, their rights under it, or their interest in the Equipment without giving prior written notice to the Lessee.
- 19.4. If the Lessor assigns any of these without giving written notice, the Lessee may terminate this Agreement without penalty.