**Terms and Conditions**

This agreement is entered between “Delivery Hero (Thailand) Co., Ltd.” and “Vendor”

Delivery Hero (Thailand) Co., Ltd. operates under brand “foodpanda” which hereinafter referred to as the “foodpanda”

foodpanda and the Vendor shall collectively be referred to as “Parties” and individually as “Party”, as the case may be.

WHEREAS foodpanda acts as an independent contractor of the Vendor who, through this agreement, grants foodpanda full authority to conclude and negotiate contracts with customers in the name and for the account of the Vendor, as well as for the offers of the Vendor, made via foodpanda's online platform www.foodpanda.co.th (the “Website”) and a mobile application (where applicable). It is understood that foodpanda does not act on behalf of the customers.

WHEREAS foodpanda, as part of the foodpanda online platform, provides an online marketplace for a number of vendors, via which customers can order prepared food items directly from the vendors. Thereto, foodpanda receives the order of the customer online via the foodpanda platform, transmits it via a printer / tablet / Vendor app installed by foodpanda or, in exceptional circumstances, by phone, to the Vendor and accepts the payment of the customer for his orders online. The payment is accepted by foodpanda in the name and for the account of the Vendor and transmitted to the Vendor, after deducting the fees already agreed upon by the Parties as per the Vendor Registration Form.

WHEREAS in addition to the online marketplace, the Parties shall also agree on who shall deliver the food from the Vendor to the Customer once an order is placed via the foodpanda platform.

WHEREAS all contracts that are concluded by foodpanda in its function as agent on behalf of the Vendor with customers via foodpanda's online marketplace will be based on the General Terms and Conditions with the customers as found on the Website.

WHEREAS these terms and conditions ("Terms") together with the Vendor Registration Form from the agreement ("Agreement") under which foodpanda provides online food ordering to the Vendor, and, where applicable, delivery services to the Customer (together referred to as "Services") as detailed respectively on the Vendor Registration Form in the territory of Thailand (the “Territory”).

1. **Foodpanda Rights and Obligations** 
   * 1. In order to perform the Services, foodpanda shall:
     2. have full right to remove or amend certain items from the Menu Information at its sole discretion, provided that no new or untrue information shall be made available, and shall not be required to inform Vendor of such changes;
     3. have the right to influence the prices for the food items offered by the Vendor on a case-by-case basis by offering discounts at foodpanda’s sole cost, whereas foodpanda will not increase the prices provided by the Vendor;
     4. not be obliged to, but may, provide and /or install one or more of the following: a printer; mobile/phone; tablet; vendor app at the Vendor;
     5. in the event of foodpanda performing the delivery services:
     6. effect such deliveries in accordance with the delivery time indicated on the Website;
     7. ensure that the delivery time stated on the Website complies with the delivery time actually required;
     8. ensure that foodpanda delivery personnel shall be at the Vendor premises to collect the order at the time stated when the order was transmitted to the Vendor;
     9. ensure that all orders will be delivered in a state that a customer would expect for that type of food, provided that Vendor complies with the obligation in clause 2.1.6;
     10. have the right to charge the customer a foodpanda application Processing Fee (“foodpanda application Processing Fee”), and determine a minimum order value, at its own discretion;
     11. transfer to the Vendor, the Restaurant Revenue for such orders minus the Agency Fee in accordance with clause 6 of these Terms;
     12. inform the Vendor in writing of any changes implemented to the procedures by foodpanda at least 2 days prior to the intended change taking place, and the Vendor shall as such comply with all such change/s.
     13. have the right to alter, at its sole discretion, any services related to delivery, including delivery areas and operational timing, without prior notice;
     14. have the right to refuse the onboarding of customers in the event of customer verification measures being implemented by foodpanda (such as SMS verification of the customer when first registering on the platform) and foodpanda is not satisfied of the outcome of the verification. Additionally, foodpanda has the right to block customers from ordering in the event of a customer abusing any promotions or in any other case of fraud-like attempts by the customer on the account of foodpanda or the Vendor. foodpanda shall not require any consent from Vendor in order to affect the provisions of this clause.
2. **Vendor Rights and Obligations** 
   1. The Vendor shall:
      1. ensure that it makes personnel available to receive the appropriate training from foodpanda in order for the Vendor to operate the system provided by foodpanda with ease;
      2. provide foodpanda with all of the menu information as agreed on with foodpanda, including: menu items; allergen information; minimum order values; promotions; discounts; opening hours; times of delivery and areas of delivery (if applicable) (“Menu Information”) to be made available for display on the Website. Should the Vendor wish to change any of the Menu Information, it shall inform foodpanda in writing of any such suggested changes at least 7 business days before the intended change(s) take(s) place, together with an updated copy of the latest menu reflecting such changes. Such changes shall not occur more than once per month, barring exceptional circumstances;
      3. provide foodpanda with a clear acceptance or rejection of all orders provided by foodpanda, no later than 2 minutes from the time the order was made available to the Vendor;
      4. provide foodpanda, its employees, agents, consultants and subcontractors, with access to the Vendor's premises and other facilities as reasonably required by foodpanda to perform the Services;
      5. comply with all local Laws and Regulations and obtain and maintain all necessary licenses, permissions and consents (including, without limitation, any food and beverage and / or health and safety legislation and / or regulations) which may be required in order to perform its obligations under this Agreement;
      6. upon accepting an order, prepare and fulfil such order without delay, pack it in accordance with foodpanda standards and requirements as communicated from time to time, and at no less than the common standard of the Vendor, and transfer it to the foodpanda delivery person or to its own delivery person, as applicable; together with the required cutlery;
      7. in the event of Vendor Delivery:
      8. provide foodpanda with a realistic estimated delivery time at the same time as providing the Menu Information;
      9. deliver to the customer all accepted orders within the time indicated at acceptance by Vendor;
      10. immediately inform foodpanda of any delay in delivering the order according to the estimated delivery time;
      11. deliver the order in a state that a customer would expect for that type of food, with the appropriate packaging; AND
      12. inform foodpanda about any cancelled, fake or any non-fulfilled orders within 48 hours from acceptance of the order.
      13. in the exceptional case of the Vendor providing foodpanda with a rejection as per clause 2.1.3, the Vendor shall clearly state the reason(s) for such rejection no later than 2 minutes from the time the order was made available to the Vendor;
      14. be solely responsible and liable for any and all customer queries, claims and/or complaints in respect of the contents and quality of the food and orders and any consequential effects thereof;
      15. ensure that it has available at all times sufficient capacity (including staff, food items and equipment) to process all orders received through foodpanda in accordance with the average delivery time provided to the customers;
      16. immediately inform foodpanda of any menu items that are not available at any given time and shall do so by accessing the Vendor App or the backend if available to Vendor, or by phone, if the Vendor App or backend access is not possible;
      17. ensure that all portions provided to its indirect customers availing of foodpanda services shall be of the same size and quality as the portions provided by the Vendor to its direct customers;
      18. ensure that the prices, and minimum order values, offered to customers by Vendor, and set by foodpanda are consistently identical to the prices offered to customers by the Vendor when placing orders by phone, website, mobile app or any other platform which is operated by the Vendor. In particular, if the Vendor wishes to offer any lower prices through any promotions or discounts for orders received by phone, website, mobile app or any other platform which it operates, it shall inform foodpanda at least 7 days in advance. The Vendor shall clearly explain the conditions of the promotions or discounts and foodpanda shall have the right to provide the Vendor’s promotions or discounts on its platform; and
      19. shall perform its obligations under this Agreement at all times in a competent, professional, and businesslike manner, within established industry standards, practices, and principles, and within the time deadlines set forth herein.
3. **Penalties for Breach of Obligations**
   1. **Vendor specifically acknowledges that it has read, understood and agrees with the provisions of clause 3 and also agrees that the application of the provisions of clause 3 shall be suspended until notification of applicability by foodpanda. foodpanda shall have the sole right to determine when the provisions of clause 3 shall apply, provided that Vendor is given a minimum of 7 days written notice.**

***Vendor Penalties***

* 1. Saving the provisions of clause 6.8, the Vendor agrees to be bound by the following penalties which shall be payable to foodpanda by way of contractual penalty for the below-mentioned specific breaches:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Breach of Clause** | **Penalty amount (THB)** | **Provisions** |
| a | 2.1.3  (delayed response to order notification) | 100 THB per infraction | Provided that the number of infractions amounts to more than 5% of the total amount of orders accepted by the Vendor. |
| b | 2.1.6 or 2.1.7.2  (late preparation or late delivery) | 100 THB per infraction | Provided that the penalties shall only apply after a 15 minutes delay |
| c | 2.1.7.1  (delivery time inaccurate on Website) | 100 THB per infraction | a. delay shall be deemed effective when the Vendor adds additional delivery time to an order at the time of acceptance.  b. provided that the number of infractions amounts to more than 10% of the total amount of orders accepted by the Vendor.  c. this penalty will apply if delivery time exceeds the 10 minutes delay window. |
| d | 2.1.8  (Vendor rejecting an order in breach of this agreement) | Agency Fees that would have been due on such rejected order | No penalty shall be due to foodpanda by the Vendor if the breach arose as a fault of foodpanda or due to a Force Majeure event. |

* 1. For the purposes of sections 3.2 (a) to (c) above, any feedback received by foodpanda from a customer in relation to the delivered order shall be considered as an inspection performed by foodpanda and any action that would need to be taken will be discussed with Vendor if needed on a case by case basis.

***Foodpanda Penalties***

* 1. foodpanda agrees to be bound by the following penalties which shall be payable to the Vendor by way of contractual penalty for the below-mentioned specific breaches:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Breach of Clause** | **Penalty amount (THB)** | **Provisions** |
| a | 1.1.4.3  (foodpanda delivery personnel too late at Vendor) | N/A | a. Provided that the penalties shall only apply after a 5 minutes delay.  b. The internal foodpanda reporting systems shall be the sole source of information to establish breach. |
| b | 1.1.4.4  (foodpanda fails to deliver food in a proper state) | Refund and/or compensate the customer for the spoiled food. | The amount of the refund and/or compensation to the customer shall be agreed between foodpanda and customer. |

* 1. foodpanda shall strive to properly report on all its own breaches that lead to a penalty and inform the Vendor about penalties due by foodpanda through a Notification of Penalty.
  2. The above penalties shall not limit, in any manner whatsoever, the Parties’ rights at law in relation to any breaches of this Agreement.

1. **Suspension**
   1. foodpanda shall have the right to temporarily suspend the Vendor from the Website, without penalty, if:
      1. the Vendor has failed to pay any foodpanda invoices that have become due; OR
      2. in its reasonable opinion, the Vendor is in breach of any terms of this Agreement or may be negatively affecting foodpanda’s business.

For the avoidance of doubt, any suspension shall not result in the termination of this Agreement, the provisions of which shall remain fully applicable.

1. **Indemnification from Third Party Claims**
   1. Vendor will, at its expense, defend any of the following types of third party claims brought against foodpanda, its directors, officers, or agents (collectively, “**Indemnitees**”):
      1. any claim that, if true, would constitute a breach of this Agreement by the Vendor, its employees, agents or representatives;
      2. any claim related to injury to or death of any person or damage to any property arising out of or related to the Vendor obligations arising out of this Agreement; or
      3. any claim that otherwise arises from the negligence, acts, or failures to act, of Vendor, its employees, agents or representatives.
      4. Vendor will indemnify and hold harmless the Indemnitees from any costs, losses, claims, damages and fees (including reasonable legal fees) incurred by any of them that are attributable to any such claim.
2. **Fees, Payment and Collection of Funds**
   1. The Vendor grants foodpanda authority to receive any funds in the name, and for the account, of the Vendor paid by the customers, whether by online means or in cash.
   2. In the event of cash payment by the customer at delivery, the Party making the delivery shall be responsible for collecting the cash payment, and reconciling with the other Party in accordance with the provisions of clause 6.
   3. In the event of online payments, foodpanda shall collect money and reconcile in accordance with the provisions of clause 6.
   4. The Parties agree and accept that the Restaurant Revenue and the Agency Fees will be calculated and payable in the amount agreed to on the Vendor Registration Form and that no other fees or charges shall apply between the Parties or towards the customers, except as provided for in this Agreement. Vendor specifically accepts that, if applicable, foodpanda may set-off the Agency Fee against the Restaurant Revenue.
   5. The Parties agree and accept that within five (5) business days from the end of every month, starting from the Commencement Date (each a "**Payment Period**"), foodpanda will issue a monthly ordering statement (“**Order Statement**”) to the Vendor for the orders received during the previous month indicating the Restaurant Revenue and any other sums due to the Vendor, as well as an invoice for the Agency Fee. foodpanda shall clearly outline the total sum to be transferred to Vendor after any applicable set-off (“**Transfer Amounts**”), or the total sum to be paid by Vendor, as the case may be.
   6. foodpanda's payment partner, or foodpanda, as the case may be, shall transfer the Transfer Amounts to the Vendor’s bank account listed on the Vendor Registration Form, within 15 business days of acceptance of the Order Statement by the Vendor.
   7. Saving the provisions of clause 3.1, in addition to the above-mentioned invoice, foodpanda shall also issue the Vendor with an outline of penalties due by Vendor to foodpanda and/or foodpanda to Vendor (“**Notification of Penalty**”).
   8. The Vendor shall have the right to appeal the Order Statement and Notification of Penalty in accordance with the below:
3. Vendor shall object in writing within 7 business days of the issuing date of the relevant Order Statement or Notification of Penalty and shall clearly state all the reasons for the appeal, including any supporting documentation;
4. foodpanda shall review the objection within 5 business days and:
5. if agreed with, shall adjust the Order Statement or Notification of Penalty accordingly;
6. if foodpanda disagrees with the Vendor, it shall inform Vendor of such and the Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between a director of each of the Parties with authority to settle the relevant dispute.
7. If the dispute cannot be settled amicably within 14 days of receipt of the appeal will entitle either Party to apply the provisions of clause 24.2.
8. **Commencement of Services**

The Vendor shall only be listed on the Website after the receipt of all information requested by foodpanda, including, but not limited to the Menu Information; a logo and approved images. foodpanda shall inform the Vendor, in writing, of the starting date of the Services (“**Commencement Date**”), which notification shall be annexed to this Agreement.

1. **Marketing Materials and Intellectual Property**
   1. The Vendor agrees that its name, address, a brief slogan and one or more images of the Vendor, including any logos or insignia, may be published on the Website, mobile application, foodpanda partner and affiliate platforms, so that foodpanda can be identified as an agent of the Vendor on such online platforms.
   2. The Vendor furthermore permits foodpanda, at foodpanda's cost, to advertise the Vendor on the Website, mobile application, Facebook, Google and any other social media or relevant offline and online marketing channels and specifically authorized foodpanda unlimited use to its intellectual property, including its logo, in doing so.
   3. The Vendor, where practicable, is to display and distribute official foodpanda marketing materials such as, *inter alia*, business cards of foodpanda, and links to the Website, on a variety of online and offline tools, such as the Vendor website (if available) and any social media availed of by Vendor, via a certificate picture and an “order now” button. foodpanda shall provide such material or images to produce such material, and Vendor shall not produce any marketing materials including reference to foodpanda, without the consent of foodpanda. The Vendor shall not bear any cost in respect of these marketing materials.
   4. foodpanda may provide Vendor with offline marketing materials, such as stickers, and Vendor obliges itself to display such offline marketing materials as instructed by foodpanda.
   5. All intellectual property rights in the marketing materials mentioned in clauses 8.3 and 8.4, and otherwise arising out of the Services shall remain the exclusive property of foodpanda.
   6. Except as provided in this Agreement, the Vendor does not have any rights whatsoever to use or avail of any Intellectual Property rights of foodpanda, including any domains or similar domain names.
   7. It is agreed that neither Party shall obtain any other rights to the Intellectual Property of the other Party, except as catered for in these Terms.
2. **Partnering Platforms**

foodpanda may display the Menu Information on any other platform owned by, operated by, or affiliated with foodpanda, and the terms of this Agreement apply for such platforms as well.

1. **Warrantie**

The Vendor represents, warrants and undertakes that the use by foodpanda of the name, logo and /or image of the Vendor on the Website and / or other marketing materials in accordance with clause 8 of these Terms shall not infringe the intellectual property rights of any third party.

1. **Confidentiality**

A party ("**Receiving Party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("**Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business, its products and services which the receiving party may obtain. The Receiving Party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Receiving Party's obligations under this Agreement, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to this Agreement. The Receiving Party may also disclose such of the Disclosing Party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 8 shall survive termination of this Agreement.

1. **No Partnership** 
   1. Nothing in this Agreement is intended to, or shall be deemed to, establish any

corporate partnership or joint venture between the Parties.

* 1. Vendor may not enter into any agreement with any other food delivery

company or with other companies that have similar business model with foodpanda. In case of breach of this clause, the agency fee will increase by 15%, effective immediately. foodpanda reserves the right to terminate this agreement with immediate effect if this condition is breached.

1. **Amendments**
   1. foodpanda shall have the right to amend any section of this Agreement, provided that it shall inform Vendor of such amendments in writing by sending the full copy of the updated Terms and any changes being made to any section of the Vendor Registration Form, together with the effective date of such amendments, which shall not be shorter than fourteen days (14) days from date of notification.
   2. In the event of Vendor disagreeing with such amendments he shall have the right to terminate this Agreement in accordance with the provisions of clause 19.1 (a).
   3. It is specifically agreed that all amendments shall be effective between the Parties with effect from the date notified by foodpanda in accordance with clause 13.1, without the need for any additional signatures or documentation, unless objected to in accordance with clause 13.2.
2. **Force Majeure**
   1. For the purposes of this Agreement, "**Force Majeure Event**" means an event beyond the reasonable control of either party including but not limited to acts of God; war; riot; civil commotion or terrorist action.
   2. Neither Party shall be liable to the other Party as a direct result of any delay or failure to perform its obligations under this Agreement as a result of a Force Majeure Event.
   3. If a Force Majeure Event prevents either Party from performing its obligations under this Agreement for more than four weeks, either Party shall, without limiting its other rights or remedies, have the right to terminate this Agreement immediately by giving written notice to the other Party.
3. **Third Parties**

A person who is not a party to this Agreement shall not have any rights to enforce its terms.

1. **Notices**
   1. All notices under this Agreement shall be in writing, addressed to the agreed contact person/address as per this Agreement, and be deemed duly given:
   2. On the same day when delivered, if delivered by hand during normal business hours of the recipient;
   3. On the same day when sent, if transmitted by fax or e-mail to the contact person on the Vendor Registration Form or any approved substitute thereof, and a confirmation of receipt or delivery is provided;
   4. On the third business day following mailing, if sent by post.
2. **Assignment**
   1. foodpanda may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent.
   2. The Vendor shall not, without the prior written consent of foodpanda, which shall not be unreasonably withheld, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Agreement.
3. **Waiver**

A waiver of any right under this Agreement or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

1. **Term and Termination**
   1. This Agreement shall commence on the Commencement Date and will continue for an indefinite period, unless terminated earlier in accordance with this clause 19.1. This Agreement may be terminated: (a) by either Party for convenience upon giving the other Party not less than 30 days' prior written notice (b) with immediate effect upon the provision of written notice by either party in the event of material breach of this Agreement by the other party; or (c) at any time by mutual written agreement between the Parties.
   2. foodpanda shall have the right to terminate this Agreement, with immediate effect and without any liability, in the event of a breach of section 2.1.13, where Vendor has failed to remedy the breach within a maximum period of 2 business days from notification.
   3. Upon termination of this Agreement, for whatsoever reason:
      1. foodpanda shall remove the Vendor from the Website and mobile application;
      2. the Vendor is obliged to immediately return all foodpanda property in its possession, including in particular the assets loaned by foodpanda;
      3. the Vendor must immediately remove any reference to foodpanda and / or any of foodpanda's intellectual property from its premises, website and / or marketing materials;
      4. the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry; and
      5. clauses which expressly or by implication survive termination shall continue in full force and effect.
2. **Limitation of Liability**
   1. Nothing in this Agreement shall limit or exclude either Party’s liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors
   2. Subject to clause 20.1:
      1. Neither Party shall be liable to the other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss or damages arising under or in connection with this Agreement; and
      2. foodpanda's total liability to the Vendor in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Agency Fees paid in the preceding year at the time of the event giving rise to such liability.
   3. This clause shall survive termination of this Agreement.
3. **Conflicting Terms**
   1. To the extent that any of these Terms conflict with the terms stated on Vendor Registration Form (including, without limitation, any Special Conditions detailed on Vendor Registration Form), the terms of Vendor Registration Form shall prevail.
   2. This Agreement is written in the English language, which shall be the sole language of interpretation in the event of any translations.
4. **Entire Agreement**

This Agreement sets forth the entire agreement and understanding between the Parties or any of them in relation to the subject matter of this Agreement and supersedes and cancels in all respects all previous agreements, letters of intent, correspondence, understandings, agreements and undertakings (if any) between the Parties with respect to this subject matter hereof, whether written or oral.

1. **Severability**

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

1. **Governing Law and Jurisdiction**

24.1. This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of Thailand.

24.2 Each Party agrees that any dispute arising out this Agreement shall be subject to the non-exclusive jurisdiction of the Courts of Thailand who shall settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

1. Performance of this Agreement shall continue during any Court proceedings or any other dispute resolution mechanism. No payment due or payable by the Vendor, or amount to be transferred by foodpanda shall be withheld on account of a pending Court dispute or other dispute resolution mechanism except to the extent that such payment is the subject of such dispute.
2. **Third Parties**

A person who is not a party to this Agreement shall not have any rights to enforce its term.

1. **Lend**

27.1. An order processing device (tablet), considered as “the equipment” is lent by foodpanda, the “Lender” to the Vendor, the “Borrower” upon delivery to the Vendor until validity of the present agreement.

27.2 The Borrower will use the equipment in a reasonable and proper manner. The equipment will be used only for foodpanda purposes, order processing, and will stay in the restaurant at the visible place at all time. The Borrower is responsible for keeping it charged all the time.

27.3 The Borrower will keep the equipment in good repair, condition and working order and will provide care that is required to maintain the equipment in good mechanical working order.

27.4 The Borrower will bear the entire responsibility of the equipment from any and all causes whatsoever. If the equipment has been lost or damaged, the Lessee will leave at Lender’s option: to replace the equipment or pay the Lender 6,000.00 THB excluding VAT.

27.5 In the event of software dysfunction of the provided tablet, the Lender will replace the item free of charge upon request of the Borrower.

27.6 Following the expiration or earlier termination of this lease, the Borrower will return the equipment to Lender in good repair, condition and working order, including its charger and accessories.

27.7 The above mentioned equipment is and will always be and remain the sole and exclusive property of the Lender. The Borrower does not have any right, title and or interest to the equipment except as described in this lease.