IT Equipment Leasing Dispute

Background of the Agreement

On 15 October 2021, I signed a leasing agreement with TechLease Solutions Ltd. for IT equipment intended for deployment in Germany. The contract included a provision for two months of complimentary storage upon lease activation, with a total payment of $19,000, as detailed in the attached invoice.

Issues with Storage Charges

On 22 September 2022, I received an email from Michael Chen, a representative of TechLease Solutions, stating that the previously agreed two months of free storage would no longer apply. His explanation was as follows:

"The two-month free storage offer was conditional upon proceeding with deployment in Germany. Since you are considering a cancellation or a location change, the original free storage clause is no longer valid."

This email, dated 22 September 2022, is attached for reference. At no point in 2022 did I indicate any changes to the equipment deployment plan, making this claim both unreasonable and inconsistent with our original agreement.

Since early 2022, I had repeatedly requested clarification on the lease cancellation policy. After multiple follow-ups, Michael Chen finally responded on 16 June 2022, stating:

"Please confirm whether you will proceed with the lease. Refund eligibility and additional charges can only be provided after your confirmation."

Following up on 19 June 2022, he added:

"According to company policy, a 50% deposit is non-refundable. In case of lease termination, storage fees will be deducted from the remaining balance, along with any associated costs for logistics and processing."

This was the first time I had been informed of this termination clause. Despite requesting documentation verifying this policy, Michael Chen failed to provide any supporting proof.

Invoice Discrepancies and Overcharges

On 4 September 2022, I received an invoice from TechLease Solutions detailing the following charges:

- Storage Volume: 1050 cubic feet

- Packing & Handling: $6,000

- Transportation Fees: $550

- Storage Fees (Oct 2021 – Mar 2022 at $0.8/cuft): $5,040

- Storage Fees (Apr 2022 – Aug 2022 at $1.2/cuft): $6,300

- Total Accrued Costs: $18,415

- Paid Amount: $19,000

- Balance Remaining: $585

Additionally, I was informed that storage costs beyond September 2022 would be $1,260 per month, with a warning that the equipment could be disposed of if payment was not received.

Upon reviewing this invoice, several discrepancies became evident:

1. The storage volume was miscalculated. The agreement was based on 1000 cubic feet, which had been used for previous payments.

2. The promised two months of free storage were not deducted from the storage fees listed for October 2021 – March 2022.

3. The packing & handling fee of $6,000 was highly excessive. Comparable leases with TechTrust Leasing never charged more than $3,500.

4. The packing process was personally supervised at my facility, and no specialized materials or premium handling services justified such a high cost.

5. Despite my repeated requests for an explanation, Michael Chen did not provide any justification for these charges.

Equipment Damage and Recovery

Due to poor service and lack of transparency, I terminated the lease and engaged DataLogix Freight Services on 7 October 2022 to recover the equipment. The retrieval took place on 17 October 2022 from TechLease Solutions’ warehouse at 52 Oxford Industrial Park, London.

Upon pickup, DataLogix transport personnel discovered multiple cases of damage to the leased equipment. The team observed dented casings, deep scratches, and indications of water exposure on several servers and workstations. Photographic evidence was immediately sent to Kevin Yates of DataLogix, who forwarded the images to me via email and WhatsApp.

These images made it clear that the equipment had been improperly stored for an extended period, and TechLease Solutions failed to prevent damage despite receiving consistent storage payments. The level of deterioration suggests negligence and prolonged exposure to moisture, which is unacceptable for IT hardware storage.

Compensation and Refund Request

Given the extent of the damage, I am seeking $80,000 in compensation for the affected equipment, which may no longer be operational.

Furthermore, due to TechLease Solutions' failure to fulfill their contractual responsibility in safeguarding the leased IT equipment, I am demanding a full refund of the $19,000 paid.

Yours Sincerely,

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