

HARDWARE LEASE AGREEMENT

BLYTZ CASHLESS SRL

last updated on 20.07.2024.

Introduction

This Hardware Lease Agreement ("Agreement") is entered into by and between Byltz Cashless SRL ("Lessor") and you, the customer ("Lessee"). The Agreement outlines the terms and conditions under which Byltz Cashless SRL leases or sells POS Systems to festivals, events, theme parks, and similar businesses.

This agreement is complementary to all other agreements and legal documents, including the Privacy Policy, Support Policy, Acceptable Use Policy, Cookie Policy, Pricing Structure and Terms, EULA, and Terms of Service.

All the mentioned documents create a legally binding agreement upon use of the products or services of Blytz Cashless SRL - find a comprehensive overview at: www.blytzcashless.com/legal

By accessing or using the Service, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to these terms, do not use the Service.

Definitions

- **Lessor:** Byltz Cashless SRL.
- **Lessee:** You, the entity leasing or purchasing the hardware.
- **POS Systems:** Point of Sale systems, including hardware and related accessories.
- **Agreement:** This Hardware Lease Agreement.

Lease Terms

Lease Duration

The lease term will commence on the effective order date and will continue until the hardware is returned undamaged and in full quantities or the lessor is compensated for eventual losses, unless terminated earlier in accordance with this Agreement.

Delivery and Return

- **Delivery:** The POS Systems may be shipped by a third-party shipping company (such as UPS) or delivered by Byltz Cashless SRL delivery drivers. Shipping costs will be borne by the Lessor.
- **Return:** Upon termination of the lease, the POS Systems must be returned to the Lessor by shipment or picked up by a Byltz Cashless SRL delivery driver. The Lessee is responsible for ensuring the safe return of the hardware.

Condition of Equipment

The POS Systems are leased in good working condition. The Lessee agrees to maintain the hardware in the same condition, subject to reasonable wear and tear.

Use of Equipment

The Lessee agrees to use the POS Systems solely for lawful purposes and in accordance with the terms and conditions of this Agreement, including the Privacy Policy, Acceptable Use Policy, Cookie Policy, Support Policy, pricing structure and terms, EULA, and Terms of Service.

Lease Fee

The Lessee agrees to pay a lease fee as defined in the pricing structure and terms per lease. The payment should be made after the operations (festival, event or similar business operation) of the client as defined in the pricing structure and terms www.blytzcashless.com/legal.

Responsibilities and Obligations

Maintenance and Repairs

- The Lessor is responsible for routine maintenance and care of the POS Systems.
- Any repairs due to damage caused by the Lessee will be the responsibility of the Lessee. The Lessor must be notified immediately of any damage or malfunction.

Loss or Theft

In the event of loss or theft of the POS Systems, the Lessee must notify the Lessor immediately. The Lessee is liable for the cost of replacement.

Cost of replacement

In any event of loss, theft or damage of a leased POS Systems, the Lessee must bear the cost of replacement. These costs are equal to the sale of that same device or system as defined in the pricing structure and terms

Termination

The Lessor may terminate this Agreement immediately if the Lessee fails to comply with any terms and conditions of this Agreement.

Liability and Indemnity

The Lessee agrees to indemnify and hold harmless Byltz Cashless SRL from any claims, damages, losses, or expenses arising from the use or possession of the POS Systems, except to the extent caused by the Lessor's negligence or willful misconduct.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Italy. Any disputes arising under or in connection with this Agreement shall be resolved in the courts of Italy.

Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and communications, whether written or oral, relating to the subject matter of this Agreement.

Contact Information

For any questions or concerns regarding this document, please contact:

Blytz Cashless SRL (hello@blytzcashless.com)

St. Johannesweg 15,

39050 Völs am Schlern,

Bolzano, Italia.

Acknowledgment

Blytz Cashless SRL reserves the right to update or modify this document at any time. Notification of changes will be provided through official communication channels.

By using Blytz Cashless SRL's products and services, you acknowledge that you have read, understood, and agree to comply with the information laid out in this document.