



LOAN AGREEMENT



Docket No:

This AGREEMENT is made between **Wipeout Ltd Hygiene Supplier** hereinafter called "The Supplier" and
..... hereinafter referred as "The Customer" on the date below written and provides
as follow:

1. The Customer agrees to purchase at current prices and only from The Supplier a range of BAY WEST products supplied by Wipeout Ltd or any of its subsidiaries as specified below, with which to fill and operate a full range of BAY WEST appliances in line with his needs and requirements.

Dispenser	Code	Colour	Quantity	Retail Price

2. In consideration of such purchases The Supplier will furnish and deliver to The Customer`s premises **free of charge, fitted and installed by way of loan**, all BAY WEST appliances requested and needed by The Customer and selected by him from the brochure to be provided.
3. It shall be an express and essential term of this agreement that:
 - a) The Customer will purchase and continue to purchase all his requirements of BAY WEST products manufactured or supplied by Disposables UK Ltd or any of its subsidiaries and no other products exclusively from The Supplier throughout the period during which he has on loan and fixed at his premises the BAY WEST appliances loaned to him by The Supplier free of charge; and
 - b) The Supplier as owner of said BAY WEST appliances assumes responsibility for all items installed at the customer`s premises and for keeping the same in proper working order and free from defects unless it were to be shown that damage and/or defect has been caused want only and/or by the negligence of The Customer, his servants or agents. In the event of damage occurring and/or defect(s) becoming apparent in circumstances otherwise than by wanton abuse or negligence, The Supplier will, at this discretion, repair or replace the same free of charge;
 - c) The Customer shall at all times insure against any claims of whatever kind including claims under the Employer`s Liability (Defective Equipment) act, 1969, the occupier`s Liability Acts, 1959 and 1984, together with claims under the Consumer Protection Act, 1987 arising from, relating to and in connection with all BAY WEST appliances and products respectively situate and kept at The Customer`s premises.
 - d) If The Customer discontinue using BAY WEST products supplied by The Supplier for any reason, within 36months of the date below, or cancel this agreement, your company agrees to reimburse The Supplier at BAY WEST published retail price, less 33% for each 12 months period this agreement was in effect and return to The Supplier all dispensers.
4. This agreement shall be terminable by either side on not less than notice on writing. Once such Notice has been given The Customer will ensure and he shall be under a duty to hold to The Supplier`s order all BAY WEST appliances and equipment loaned to and in his possession by virtue of this agreement and he shall return and re-deliver the same to The Supplier at The Supplier`s request.
5. This contract is to be read and constructed wholly by the law of Ireland and shall be regulated and enforced accordingly.

BAY WEST SUPPLIER

Company name: **WIPEOUT Ltd**
Address: Unit 45, Cookstown Industrial Estate
Tallaght, Dublin 24, D24 DT02

Represented By:
(Capital letters)

CUSTOMER

Company name:
Address:
.....
.....

Represented By:
(Capital letters)

We accept terms of this Loan Agreement

Signed:
Customer Supplier Date