



- a) Only be in a careful and proper operational manner.
- b) Comply with all laws, ordinances, and regulations relating to the use of telephone communications. It's the Users responsibility to be aware of the legal requirements and restrictions required by local law, including registration and/or licensing requirements where applicable.
- c) The Users agree to fully indemnify, defend and hold harmless the Company from and against any and all claims and actions of whatever nature and howsoever arising, directly or indirectly arising from or occasioned by the misuse of the SIM Card during the Loan Period.

**6. MAINTENANCE AND REPAIR.**

The User shall:

- a) Maintain the SIM Card in good repair and operating condition, allowing for reasonable wear and tear.
- b) Pay all costs required to maintain the SIM Card in good operating condition.
- c) Be aware that they will incur roaming charges outside the state of Tamil Nadu.

**7. RETURN OF THE SIM CARD.**

- a) At the end of the Loan Period, the User shall be obligated to return the SIM Card to the Company at the User's expense. Any transportation, freight, insurance or customs charges related to the SIM Card incurred during or at the end of the Loan Period will be billed to the Users account.
- b) Should the User loose, fail to return, or refuse to return the SIM Card at the end of the Loan Period, a fee of €50 will be imposed upon the Users.

**8. ACCEPTANCE OF SIM CARD.**

The User shall inspect the SIM Card delivered pursuant to this Loan. The User shall immediately notify the Company of any discrepancies between the SIM Card and the description. If the User fails to provide such notice in writing within 12 hours after the delivery of the SIM Card, the User will be conclusively presumed to have accepted the SIM Card as specified in the Agreement. Any subsequent claim that the SIM Card was not provided in fully functional order will not be considered.

**9. FAILURE TO PERFORM**

If the SIM Card fails to perform after the initial acceptance it will be the responsibility of the User to repair and correct the problem. The Company will not be held responsible for any failure of the SIM Card for any reason and the SIM Card will remain on Loan unless a dispensation is granted in writing by the Company to waive the Loan fees for the period of non-performance. The company will not be held responsible for any errors or omissions due to the User's lack of operational or technical capability.

**10. WARRANTY.**

The Company makes no warranties; express or implied, as to the SIM Card that has been loaned. The User assumes the responsibility for the condition of the SIM Card.

**11. TAXES AND FEES.**

During the term of this Loan, the User shall pay all taxes, assessments, and license and registration fees for the SIM Card.

**12. ASSIGNMENT**

The User shall not assign or sublet any interest in this Loan or the SIM Card or permit the SIM Card to be used by anyone other than the User or User's employees, without Company's prior written consent.

**13. ENTIRE AGREEMENT AND MODIFICATION.**

This Agreement constitutes the entire Agreement between the parties. No modification or amendment of this Agreement shall be effective unless in writing and signed by both parties. This Agreement replaces prior agreements between the parties.

**14. GOVERNING LAW.**

This Agreement shall be construed in accordance with the civil laws of India.

**15. SEVERABILITY.**

If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**16. WAIVER.**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**17. CERTIFICATION.**

User certifies that the application, statements, trade references, and financial reports submitted to Company are true and correct and any material misrepresentation will constitute default under this Agreement.

**18. DURATION**

The duration of the Loan Period shall be for..... (days), with the return of the SIM Card to the Company being due on.....(time and date) at a location to be designated by the Company.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Loanee

\_\_\_\_\_  
CEMS Representative Initials

Date:  
Station: