

ThinkRenta Rental Agreement and T&Cs

ThinkRenta is the owner and a service provider of the tangible personal property, and made a part hereof (the "Furniture, Equipment's and Appliances") and shall deliver the Furniture, Equipment's and Appliances to the Lessee at its address given above, or another address as directed by Lessee and approved by ThinkRenta, according to the terms of this Agreement hereinafter provided. Now, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Terms:

Subject to the terms and conditions set forth below, the ThinkRenta leases to the Lessee and the Lessee rents from ThinkRenta the Furniture, Equipment's and Appliances for an initial term of **XX – Months (Selected tenure of booking refer Order Email for details.)** commencing as of the date that any of the Furniture, Equipment's and Appliances is delivered to Lessee.

2. Rental (Service Charge):

The Lessee shall pay to the ThinkRenta Rent (Service Charges) for the use of the Furniture, Equipment's, and Appliances, which shall be due and payable at the rate as described i.e. The Fixed Rent (Service Charges). Said rental shall be paid by Lessee before the ThinkRenta furnishing use of the Furniture, Equipment's, and Appliances and shall obligate such ThinkRenta's furnishing of the Furniture, Equipment's and Appliances to the Lessee. A non-refundable Rental Deposit is due upon execution of the contract. The remaining balance is due seven (7) days before the commencement of the Term.

• Coupons/Offers/Discounts:

1. Coupons/Offers/Discounts are valid for a limited time only.
2. ThinkRenta reserves the right to modify or cancel Coupons/Offers/Discounts at any time.
3. If you do not order the qualifying items added to your Cart when the Coupons/Offers/Discounts are in effect, the discount shall not apply.
4. The Coupons/Offers/Discounts apply only to qualifying items.
5. The Coupons/Offers/Discounts offer will not be valid until it is applied to the qualifying item.
6. The Coupons/Offers/Discounts only be used on www.thinkrenta.com.
7. The promotion is limited to one Coupons/Offers/Discounts per Lessee/per order.
8. If you return any of the items ordered with Coupons/Offers/Discounts, the Coupons/Offers/Discounts or value may be subtracted.
9. To apply Coupons/Offers/Discounts require a minimum rent of **₹1,000.00/₹ 1,500.00** or above depending upon the Coupons/Offers/Discounts.
10. Coupons/Offers/Discounts good while supplies last.
11. Coupons/Offers/Discounts **Void** where prohibited.
12. The Lessee is required to pay any applicable tax related to the use of the Coupons/Offers/Discounts.
13. Coupons/Offers/Discounts are void if restricted or prohibited by law.
14. If a default on rent payments for two (2) months Coupons/Offers/Discounts shall be **Null and Void** without any prior notice till the end of the contract.

Payment made beyond the Due Date shall incur a late fee. Late fees shall be levied on the rental due amount only.

The discounted rent shall be paid before the 5th of every month. If, fail to do so then on the 6th-day basic rent shall be applied, which is mentioned on the website till the 10th day. The late fees shall be applied three (3) times each month; 10% on the 11th day of the month, another 5% on the 18th day of the month, and another 5% on the 25th day of the month, the late fees shall be applied only on the whole amount.

In case the Products are delivered only after the 15th of the month, the first month shall be calculated on a pro-rata basis from the date of delivery until the last day of the first month. If delivered between the 01st to the 14th of the month then monthly rent shall be applicable and the adjustments shall be done at the end of the contract.

3. Security Deposit:

On the date of execution of this Contract by Lessee, there shall be due and payable by Lessee a security deposit ("Security Deposit") in an amount equal to **Security Deposit** to be held for the performance by Lessee of Lessee's covenants and obligations under this lease, it is expressly understood that

the deposit shall not be considered an advance payment of rental or a measure of ThinkRenta's damage in case of default by Lessee. ThinkRenta shall refund the security deposit only at the end of the contract, the security deposit shall not be refunded on partial contract discontinuation. Upon the occurrence of default by Lessee or breach by Lessee under this lease, ThinkRenta may, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrears of rent and/or any damage, injury, expense, or liability caused to ThinkRenta by the default or breach, any remaining balance of the security deposit to be returned by ThinkRenta to Lessee upon the termination of this Contract. ThinkRenta will not be required to keep the Security Deposit separate from its funds and Lessee will not be entitled to interest on the Security Deposit.

4. Disclaimer of Warranties and Waiver of Defenses:

THINKRENTA MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO ANYONE, AS TO THE FITNESS, MERCHANTABILITY, DESIGN, CONDITION, CAPACITY, PERFORMANCE, OR ANY OTHER ASPECT OF THE FURNITURE, EQUIPMENT'S AND APPLIANCES OR ITS MATERIAL OR WORKMANSHIP. ThinkRenta further disclaims any liability for loss, damage, or injury to Lessee or third parties as a result of any defects, latent or otherwise, in the Furniture, Equipment's, and Appliances, whether arising from ThinkRenta's negligence or application of the laws of strict liability.

5. Flexible Tenure:

ThinkRenta provides its Lessee's, an option to opt for flexible tenure ("**Flexible Tenure**") for early closure and/or extension of the term of the Agreement. In case of early closure, the Lessee can request for closing the order by informing ThinkRenta, 2 (two) weeks before the closure date. ThinkRenta.Com provides its Lessee's with different monthly rental rates depending on the tenure of the Agreement at the time of order placement. In the event of early closure, the difference in monthly rental amount shall be calculated as per the monthly rental rates between Agreement tenure (the tenure selected at order placement) and Actual tenure served (effective tenure at early closure) will have to be paid. The minimum tenure for the Product shall be calculated as **03 Months**.

For extension of the term beyond the Agreement tenure by the Lessee, the monthly rate applicable at the time of extension shall be followed for calculation of rental amount for the extension period. Any extension or early closure shall be done only through the ThinkRenta website and such extension or early closure shall be deemed to be according to this Agreement. ThinkRenta reserves the right to revise the rental rates at any time at its sole discretion. The amount due will be calculated as: (Actual tenure rent – Contract tenure rent) * No. of months of Actual tenure.

03-06 month's: 03-month's rental rate

06-09 month's: 06-month's rental rate

9-12 month's: 09-month's rental rate

12-18 month's: 12-month's rental rate

18-24 month's: 24-month's rental rate

(Kindly refer to www.ThinkRenta.com for detailed break up according to the tenure and products)

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Similarly, the contract for your order/one or more items from the order can be extended for the desired period by notifying us 2 weeks before the end of the contract.

6. Payment Gateway:

Information relating to electronic transactions entered via the Website shall be protected by encryption technology. We have partnered with secure payment gateways i.e., **Razorpay, CCAvenue, PAYTM, Amazon Pay, Google Pay, PhonePe Etc.** The Website cannot interfere and does not interfere with the payment gateway mechanism/tools/application. The Website has no access to the information that you may enter for making the payment through the payment gateway. Your transaction and banking details or other information as required for internet banking or other payment instruments are held by our Payment Gateway partner. By creating a link to a payment gateway, we do not endorse the payment gateway, nor are we liable for any failure of

products or services offered by such a payment gateway. Such a payment gateway may have a privacy policy different from than ours. All failures/errors/omissions of the payment gateway shall be solely on the payment gateway. You hereby consent that you shall not sue the Website for any disputes that you may have with the payment gateway for any wrongdoing of the payment gateway.

7. Termination:

ThinkRenta Furniture, Equipment, and Appliances Acceptance. If ThinkRenta is not able to take possession of inventory items before two (2) weeks from Commencement Date, ThinkRenta may provide written notice via email or over the phone to Lessee to terminate this lease and all obligations hereunder, with no further responsibility or obligation. In the event of early closure, the difference in monthly rental amount shall be calculated as per the monthly rental rates between Agreement tenure (the tenure selected at order placement) and Actual tenure served (effective tenure at early closure) will have to be paid. The minimum tenure for the Product shall be calculated as 03 Months. Email notifications/notice shall not be considered as termination of the contract, termination of the contract shall be counted only after ThinkRenta has received Furniture, Equipment, and Appliances. Lessees are liable to pay ThinkRenta shall use best efforts to locate all inventory items.

8. Title, Personal Property:

Furniture, Equipment's, and Appliances is ThinkRenta's property, and Lessee shall have no right, title, or interest therein, except as herein set forth, and no right to purchase or otherwise acquire title to or ownership of any of the Furniture, Equipment's and Appliances. ThinkRenta is hereby authorized by Lessee, at Lessee's expense, to cause this lease, or any statement or other instruments in respect of this lease showing the interest of ThinkRenta in the Furniture, Equipment's and Appliances, including Uniform Commercial Code Financing Statements, to be filed or recorded, and grants ThinkRenta the right to execute Lessee's name thereto. Lessee shall execute and deliver any statement or instrument requested by ThinkRenta for such purpose and agrees to pay or reimburse ThinkRenta for any searches, filings, recordings, or stamp fees or taxes arising from the filing or recording any such instrument or statement. Lessee shall at its expense protect and defend ThinkRenta's title against all persons claiming against or through Lessee, at all times keeping the Furniture, Equipment's and Appliances free from any legal process or encumbrance whatsoever including but not limited to liens, attachments, levies, and executions, and shall give ThinkRenta immediate written notice thereof and shall indemnify ThinkRenta from any loss caused thereby.

9. Delivery:

Delivery of the Furniture, Equipment, and Appliances to the location designated by Lessee and approved by ThinkRenta for receipt (the "Location") shall be performed by ThinkRenta. Delivery shall be done after the KYC & the verification of the address shall be done through KYC Only. Lessee or Lessee's representative is responsible for directing the placement of the Furniture, Equipment's and Appliances upon delivery.

Furniture, Equipment's and Appliances shall be delivered in good conditions.

At the time of delivery, the Lessee shall check and verify the quality and details of Furniture, Equipment's and Appliances being set up. This is to ensure that the Lessee receives exactly what has been ordered to his/her satisfaction.

If the Lessee, for any reason, is not satisfied with the Furniture, Equipment and Appliances' particular product shall be returned and replacement shall do free of cost only at the time of delivery. Then the replacement shall take approximately 48 hours as per Lessee's convenience.

ThinkRenta does not promise brand-new Furniture, Equipment, and Appliances to the Lessee.

ThinkRenta will not hand over the Furniture, Equipment, and Appliances to the Lessee's representative without an authorization letter duly signed by the Lessee & the photo identification document of the representative upon delivery.

- **Delivery Remedies:**

ThinkRenta shall deliver Furniture, Equipment's, and Appliances only after post verification of all the documents provided by the Lessee, as KYC within 48 to 72 hours.

ThinkRenta's authorized staff shall not hand over Furniture, Equipment, and Appliances to a third party or the labor/helper/support staff of the Lessee. Furniture, Equipment's and Appliances shall be delivered to the delivery location of the Lessee by ThinkRenta's authorized staff only. If they found out at the time of delivery that it is not possible to deliver Furniture, Equipment's, and Appliances to the Lessee's location due to the scenario of Furniture, Equipment's, and Appliance's instance, or consequence of Breaking. Wreckage. Impairment. Destruction. Breakage or it is Unsafe to deliver or it is a risk of their Health or Injurious. Hazardous, Disastrous, Harmful, Ruinous, Etc. Then in such a scenario, ThinkRenta's authorized staff shall make the final decision at the time of delivery. If ThinkRenta's authorized staffs are unable to deliver then, ThinkRenta shall refund the paid deposit to the Lessee within two (2) business days.

At the time of delivery Furniture, Equipment's, and Appliances Lessee or Lessee's representative shall be present at the location of delivery. If delivery is attempted and no one is present then the next delivery shall be chargeable of ₹ 1,000.00 or above, depending upon the location of delivery.

If there is an issue of Labor Union or Transport Union at Client's location and If ThinkRenta's staff are not allowed to deliver the Furniture, Equipment's and Appliances then it is Client's responsibility to take care of the issue. In an extreme scenario, ThinkRenta's staff shall not deliver the Furniture, Equipment's, and Appliances, no delivery & transportation costs shall be charged and the deposit amount shall be refunded within 07 business days. No Further Delivery Shall Be Attempted.

For instance, a Lift is not allowed by the society a Lift is not available on the premises, Labor charges shall be applicable to deliver the Furniture, Equipment, and Appliances via stairs. Labor charges may vary depending upon the Furniture, Equipment, and Appliances & Floor Level. ThinkRenta's authorized/labor staff shall make the final decision at the time of delivery. Lifting charges are for the labor and ThinkRenta does not hold any obligation towards the labor charges. ThinkRenta reserves all the rights to Cancel / Reject / Refuse any order as per internal policies subject to Documentation / Field Verification / Delivery Location.

10. Inspection Required of Lessee:

The Lessee shall be responsible for inspecting the Furniture, Equipment's and Appliances upon delivery to ensure that it is delivered in good condition. It is the Lessee's sole responsibility to notify ThinkRenta, immediately following Lessee's required inspection, of any damage to the Furniture, Equipment's, and Appliances. If Lessee fails to notify ThinkRenta of damaged Furniture, Equipment's and Appliances at the time of delivery, then Lessee shall be fully responsible for repayment to ThinkRenta of an amount equal to the decrease in value of the damaged Furniture, Equipment's and Appliances. ThinkRenta shall inspect each Furniture, Equipment's and Appliances item as it leaves ThinkRenta's warehouse to ensure that it is in good condition upon departure for Lessee. ThinkRenta shall make notes of all known damages to Furniture, Equipment's and Appliances, as well as alterations to the Furniture, Equipment's, and Appliances, deemed "ordinary wear and tear." If Furniture, Equipment's and Appliances is found damaged upon delivery to Lessee, ThinkRenta shall make every effort to (i) replace the damaged Furniture, Equipment's and Appliances at no additional cost to Lessee, or (ii) discount in part or completely refund the rental cost of the damaged Furniture, Equipment and Appliances to the Lessee. If Lessee notifies ThinkRenta of damage according to this section, Lessee shall not bear any expense for repairing damaged Furniture, Equipment, and Appliances. This provision shall not, however, eliminate or in any way modify Lessee's duties to reimburse ThinkRenta for any damage to Furniture, Equipment's, and Appliances following Lessee's initial inspection.

11. Care:

Use and Location. Lessee, at its own cost and expense, shall maintain and keep the Furniture, Equipment's and Appliances in good repair, condition, and working order, shall use the Furniture, Equipment's and Appliances lawfully, and shall not alter the Furniture, Equipment, and Appliances

without ThinkRenta's prior written consent. (a) The Furniture, Equipment's, and Appliances shall not be removed from the Furniture, Equipment's, and Appliances Location, without ThinkRenta's written (via email) consent. (b) ThinkRenta shall have the right to inspect the Furniture, Equipment, and Appliances at any reasonable time.

12. Upgrade/Swap/Relocation:

To avail Upgrade/Swap/Relocation, Lessee shall complete minimum tenure of 12 Months with ThinkRenta. During the tenure with ThinkRenta Lessee shall not default on Rent (Service Charges) including the late payment/fees. If Lessee request to avail Upgrade/Swap/Relocation, ThinkRenta shall check the records of the Lessee Payments, Dues, etc., for the eligibility of the Lessee to avail Upgrade/Swap/Relocation. If Lessee defaulted on any of the mentioned terms, Upgrade/Swap/Relocation shall be **Null and Void** without any prior notice till the end of the contract.

13. Option to Renew:

If the Lessee is not in default upon the expiration of this Lease, Auto-Renewal shall be applied. The Lessee shall choose the option to renew shall informing ThinkRenta via email at help@thinkrenta.com this Lease for a similar term on such terms as the Parties agree upon.

14. Returned Cheque:

The Lessee shall be entitled to pay a penalty of ₹ 1,000.00 every time there is a cheque bounce.

15. Risk of Loss.

Lessee shall bear all risks of loss of and damage to Furniture, Equipment's and Appliances from any cause; an occurrence of such loss or damage shall not relieve Lessee of any obligation hereunder. In the event of loss or damage, Lessee, at ThinkRenta's option, shall: (a) place the damaged Furniture, Equipment's and Appliances in good repair, condition, and working order; or (b) replace lost or damaged Furniture, Equipment's and Appliances with like Furniture, Equipment's and Appliances in good repair, condition and working order with documentation creating clear title thereto in ThinkRenta; or (c) pay to ThinkRenta the then unpaid balances of the aggregate rent reserved under the lease plus the value of ThinkRenta's residual interest in the Furniture, Equipment's and Appliances. Upon ThinkRenta's receipt of such payment, Lessee shall be entitled to ThinkRenta's interest in said item for salvage purposes, in its then condition and location, as is, without warranty, express or implied. ThinkRenta reserves the right to apply Lessee's Security Deposit towards the total cost of any lost or damaged Furniture, Equipment's and Appliances.

16. Indemnity:

Lessee shall indemnify and hold ThinkRenta harmless against, all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the Furniture, Equipment's and Appliances or the lease, including without limitation, the manufacture, selection, delivery, possession, use, operation, or return of the Furniture, Equipment's and Appliances.

17. Default and Remedies:

If Lessee ceases doing business as a going concern, or if any credit or financial information submitted to ThinkRenta by Lessee is materially untrue, or if a petition in bankruptcy, insolvency, or reorganization is filed by or against Lessee or any guarantor of Lessee's obligations hereunder, or if Lessee or any guarantor of Lessee's obligation makes an assignment for the benefit of creditors or if Lessee defaults in payment or other performance required under this lease or any other lease or agreement between ThinkRenta and Lessee, ThinkRenta may exercise any one or more of the following remedies: (a) To declare the entire balance of rent hereunder immediately due and payable as to any or all schedules of Furniture, Equipment's and Appliances covered hereby and to similarly accelerate the balances under any other leases between ThinkRenta and Lessee without notice or demand. (b) To sue for and recover all rents, and other monies due, concerning any or all items of Furniture, Equipment, and Appliances to the extent permitted by law. (c) To require Lessee to assemble all Furniture, Equipment's and Appliances at Lessee's expense, at a place reasonably designated by ThinkRenta. (d) To remove any physical obstructions for removal of the Furniture, Equipment's and Appliances from the place where the Furniture, Equipment's and Appliances is located and take possession of any or all items of Furniture, Equipment's and Appliances, without demand or notice, wherever same may be located, disconnecting,

and separating all such Furniture, Equipment's and Appliances from any other property, with or without a court order or retaking hearing or other processes of law, it is understood that facility of repossession in the event of default is a basis for the financial accommodation reflected by this lease. Lessee hereby waives all damages occasioned by such retaking. ThinkRenta may, at its option, use, ship, store, repair, or lease all Furniture, Equipment's and Appliances so removed and sell or otherwise dispose of any such Furniture, Equipment, and Appliances at a private or public sale. Lessee shall be liable for and shall pay to ThinkRenta (a) all expenses incurred by ThinkRenta in connection with the enforcement of any of ThinkRenta's remedies, including all expenses of repossession, storing, shipping, repairing, and selling or leasing the Furniture, Equipment's and Appliances, and (b) reasonable attorney's fees. ThinkRenta and Lessee acknowledge the difficulty in establishing a value for the unexpired lease term and owing to such difficulty agree that the provisions of this paragraph represent an agreed measure of damages and are not to be deemed a forfeiture or penalty. If any payment is not made by Lessee when due hereunder, Lessee shall pay to ThinkRenta, not later than one month thereafter, an amount calculated at the rate of five percent one rupee of each such delayed payment, but only to the extent allowed by law, and may, to the extent permitted by law, be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the ThinkRenta to exercise and no delay in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this lease. No part of these default and remedial provisions shall negate or in any way modify ThinkRenta's right to use Lessee's Security Deposit to the extent necessary to make good any arrears of rent and/or any damage, injury, expense, or liability caused to ThinkRenta by the event of default or breach of the covenant as provided in paragraph 3 of this lease agreement.

18. Performance by ThinkRenta of Lessee's Obligations:

If Lessee fails to comply with any provision of this lease, ThinkRenta may affect such compliance on behalf of Lessee upon ten (10) days prior written (via email) notice to Lessee. In such an event, all monies expended by, and all expenses of ThinkRenta in affecting such compliance shall be deemed to be an additional rental and shall be paid by Lessee to ThinkRenta at the time of the next periodic payment of rent (Service Charges).

19. Performance by ThinkRenta of Lessee's Obligations:

Quiet Enjoyment. Without ThinkRenta's prior written consent, Lessee shall not (i) assign, transfer, pledge, or otherwise dispose of the Furniture, Equipment's and Appliances or any interest therein, or (ii) sublet or lend Furniture, Equipment's and Appliances or permit it to be used by anyone other than Lessee or Lessee's employees. Notwithstanding any assignment by ThinkRenta, providing Lessee is not in default hereunder, Lessee shall quietly enjoy the use of the Furniture, Equipment's, and Appliances, subject to the terms and conditions of this lease.

20. Time of Essence and Jury Waiver:

Time is of the essence in this lease. The Lessee waives trial by jury in any action by or against the ThinkRenta under this lease.

21. Joint and Several Liabilities:

If more than one Lessee is named in this lease, the liability of each shall be joint and several.

22. Entire Agreement; Modification:

This lease contains the entire agreement between the ThinkRenta and Lessee. No modification of this lease shall be effective unless in writing and executed by an executive officer of the ThinkRenta.

23. Non-Waiver:

No delay or failure by the ThinkRenta or Lessee to exercise any right under this lease, and no partial or single exercise of any right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. A waiver of default shall not be a waiver of any other or subsequent default.

24. Counterparts:

This lease may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

25. Binding Effect:

The Lessee agrees that its obligations under this lease are absolute and shall continue in full force and effect regardless of any inability of the Lessee to use the Furniture, Equipment's and Appliances or any part thereof for any reason, and that the Lessee's obligations shall not abate due to any claim or set-off against the ThinkRenta except for those arising from the ThinkRenta's breach of this lease. The provisions of this lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

26. Cancellation Charges:

Yes, users will be charged INR ₹ 1,000.00 in cases of user-requested cancellations post verification.

27. Maintenance:

Maintenance of Electronic Appliances Will Be Taken Care of By ThinkRenta for The Entire Tenure of The Contract. ThinkRenta does not hold any responsibilities towards perishable/edible/consumable/wearable items in case of stale/spoil/worn etc. damages or breakdowns due to mishandling.

- ThinkRenta Reserves All Rights To Change & Modify All The Above Points Without Any Prior Notice.
- By Placing The Order On The Website By Default You Agree To ThinkRenta's Terms & Conditions.
- Minimum Monthly Rent Shall Be ₹ 1,500.00 For ThinkRenta To Process The Order.
- Above Mentioned Terms & Conditions Is Force Majeure.

