

Rental Systems – Terms & Conditions

1. Application of Terms and Conditions

- 1.1. The following are the terms and conditions attaching to every contract for the hiring of equipment by a Customer from the Company. These terms and conditions set forth the agreement between the Company and the Customer.
- 1.2. The Company may be prepared to vary these terms in some circumstances, see Clause 15
- 1.3. No terms, conditions, understandings or agreement purporting to modify or vary these terms and conditions shall apply except where the Company has expressly varied the same in writing by an authorized representative of the Company.
- 1.4. Some words in these terms have special meanings. These are set out in Clause 2

2. Definitions

- 2.1. "Customer" means the hirer of the equipment
- 2.2. "Company" means Zetechtics Ltd
- 2.3. "Equipment" means hardware, services, software and documentation supplied by us.

3. Confidentiality

- 3.1. All information, documents, data and software supplied by the Company to the Customer is confidential and supplied in confidence whether or not a contract comes into existence between the Company and Customer.
- 3.2. Zetechtics standard Confidentiality Agreement applies.

4. Quotations

- 4.1. All pricing is as per the quotation.
- 4.2. All quotations by the Company for the supply of goods and services are valid for a period of not more than thirty days from date of quotation.
- 4.3. Hire charges are levied at a daily rate and any part of a day falling within the hire period will be charged as a full day.
- 4.4. The Customer will be charged at the current list price for any consumables or spares used during the hire period.
- 4.5. The hire charges do not include any work undertaken by the Company in the preparation, installation or training of personnel in the use of the equipment. Should you require these services the Company's normal daily rates will apply together with any travel and accommodation expenses being recharges with a 15 % surcharge.
- 4.6. All rates are in pounds sterling and exclude VAT and other local taxes.
- 4.7. All quotations are subject to availability of equipment or personnel.
- 4.8. In addition to the hire charges, the Company may make a separate charge for mobilisation / demobilisation, outward delivery and/or collection, which will be charged at our normal rates.
- 4.9. The Company's packaging materials are chargeable in full if not returned upon completion of hire

5. Description of Equipment

5.1. The description, illustration, specifications, drawings and material contained in any catalogue, price list, brochures, leaflets and other descriptive matters represent the general nature of the equipment described therein but do not form part of any Contract of Hire between the Customer and the Company and no representation is made as to their accuracy. If necessary, the Company may supply alternative goods that are not exactly the same as described. If the Company does this, the Customer cannot reject them, or claim compensation provided the alternative performs substantially as well as the original.

6. Period of Hire and Termination

- 6.1. The hire commences on the day the equipment is despatched by the Company or collected by or on behalf of the Customer from the Company's premises or other premise specified by the Company and continues until the day the equipment is returned thereto during normal working hours in good working order. The hire period will be calculated daily, part of a day being charged as if it were a full day. Additional charges will be made for the transport of the equipment from the place of supply to the delivery address and back where applicable.
- 6.2. Notwithstanding that the equipment is returned before the expiry of the agreed minimum hire period, rental will be paid for the whole of the minimum hire period unless otherwise agreed.
- 6.3. If, at the termination of the contract for hiring, from whatever cause the equipment is not returned to the Company's premise complete and in good repair and full working order, the Company may make a charge against the Customer in respect of any damage to or defect in the equipment. In the event of the loss of the equipment while on hire to the Customer the hire period will terminate on receipt by the Company of the replacement value of the lost items in accordance with the terms of clause 9.
- 6.4. Notwithstanding that the equipment is returned before the agreed term period, the higher rental rate will apply for the complete rental period unless otherwise agreed in writing.

7. Delivery

7.1. Whilst every effort is made to adhere to delivery dates, time shall not be deemed to be of the essence and no liability can be accepted for any loss occasioned by or consequential on the non-delivery on the expected date or delayed delivery. Deliveries offered ex-stock are subject to the goods being available at the date of receipt of the Customers order. The Customer will be advised as soon as possible in the event of unforeseen delay in effecting delivery.

8. Defects

- 8.1. The Customer shall require to notify the Company of any defects in the equipment within 24 hours of receipt by the Customer and failing any such notification, it shall be conclusively presumed as between the Company and the Customer that the equipment has been received in good condition and in every way satisfactory for the Customers purposes.
- 8.2. The Company does not give any warranty as to the quality of the equipment nor as to its fitness for the purposes of the Customer. The Company accepts no responsibility whatsoever (except such as cannot by law be excluded) for any claims of any kind resulting from the use, nature or condition of the equipment during the period of hire irrespective of negligence on the part of the Company. The Company shall in no circumstances be responsible for any loss of use, loss of

Rental Systems – Terms & Conditions

profits or any consequential loss of any kind, suffered by the Customer or any other party as a result of the use, nature or condition of the equipment.

9. Payment

- 9.1. Any hire period exceeding one calendar month will be invoiced monthly and concluding at the end of the hire period.
- 9.2. Any hire period not exceeding one calendar month will be invoiced at the end of the hire period.
- 9.3. All invoices are payable within 30 days of the invoice date. Interest may be levied at a rate of 4% per month above the bank of England Rate on any overdue balance.

10. VAT

- 10.1. VAT will be charged at the rate in operation at the relevant tax point date.

11. Continuing Obligations

- 11.1. The Customer agrees with the Company throughout the period of hire as follows:
 - 11.1.1. to keep the said equipment in the Customer's own possession and control and without prejudice to the foregoing not allow the equipment to be transferred to countries prohibited by the Department of Trade or the U.S. Bureau of Foreign Commerce.
 - 11.1.2. to ensure that the equipment will be operated properly and by competent persons only.
 - 11.1.3. not to subject the said equipment to any misuse or unfair wear and tear and to use the same in a proper manner in accordance with the user's manuals.
 - 11.1.4. Ensure that at the Customer's expense, the equipment is kept safe and without risks to health. The Customer agrees with the Company that the Customer will undertake all reasonable and practical steps to ensure that its use of the said equipment conforms with the terms and conditions laid down in the Health and Safety at Work Act 1974 and in particular, sections 2(2)(b) and (2)(c) thereof and to any other national and local Health and Safety Regulations which may be applicable during the rental period.
 - 11.1.5. Obtain all necessary licences, certificates, permits, authorisations and others required for the operation of, or in connection with, the equipment and shall maintain the same in full force throughout the hire period. The Customer shall not do, neglect to do or permit to be done, any act whereby the equipment or its use would contravene any statute, rule, regulation, or bye-law or any such licence, certificate, permit authorisation and others for the time being in force pertaining to the possession, use, maintenance or safety of the equipment.
 - 11.1.6. to preserve the Company's and the manufacturer's identification numbers or any nameplate that should be upon the said equipment.
 - 11.1.7. to keep the said equipment in the same condition as at the commencement of the period of hire, fair wear and tear only excepted, and to pay to the Company the full cost of all loss or damage to the said equipment howsoever caused.
 - 11.1.8. to assume the entire risk of loss and damage to the equipment from any occurrence whatsoever from the date of delivery to the date of return. Accordingly, the Customer shall

arrange for the appropriate insurance cover for the equipment during the whole of the period of hire against theft, loss, destruction and damage and for full replacement value. The Company may at any time demand evidence that such cover exists. Failure to produce such evidence within twenty-four hours will constitute a material breach of this contract.

- 11.1.9. to notify the Company in writing immediately upon any loss or damage to the said equipment or accessories and within 14 days of demand pay to the Company the full cost of repair or replacement. Where equipment is lost the hire charge shall continue until the full cost of replacement is received by the Company. Where equipment is damaged, the hire charge will continue until the damaged equipment is returned to the Company's premises. In either event, the Customer shall also reimburse the Company upon demand for any loss of rental monies suffered by the Company.
- 11.1.10. in connection with the use or operation of the equipment to indemnify and hold harmless and defend the Company and its officers, employees and agents against all liabilities, actions, legal or administrative proceedings, claims and expenses of whatever nature arising by reason of (a) death of or illness or injury to any third party or loss of or damage to any third party's property and (b) death of or illness or injury to persons employed by the Customer or loss of or damage to the property of the Customer.
- 11.1.11. not to sell, assign, sub-let or otherwise encumber the equipment and not to assign or transfer the benefit of this agreement in whole or in part without the Company's prior written consent. The Company shall have the right to inspect the equipment and to observe its condition and use.
- 11.1.12. not to make any alteration, modifications or attachments to the equipment without the prior written consent of the Company.

12. Force Majeure

- 12.1. The Customer cannot claim against the Company for any breach of the Company's obligations caused by anything outside the Company's reasonable control, including: Act of God, inclement weather, flood, lightning or fire, industrial action or lockouts, the act or omission of Government, Highways Authorities, war, military actions or riot, the act or omission of any third party for whom the Company is not responsible.

13. Termination of Contract

- 13.1. If the Customer shall;
 - 13.1.1. make default in payment, or commit any other breach of this contract, or
 - 13.1.2. if any distress or execution shall be levied upon the Customer's property or assets, or
 - 13.1.3. if the Customer ceases to carry on business or abandons the equipment, or
 - 13.1.4. if the Customer shall make or offer to make any arrangement or composition with creditors, or become apparently insolvent or commit any act of bankruptcy, or if any petition of bankruptcy shall be presented or made against him or her, or
 - 13.1.5. if the Customer is a limited company, a resolution or petition to wind up such company (other than for the purposes of amalgamation or reconstruction) shall be passed or presented, or if a liquidator or receiver or administrator of such company's undertaking, property, assets or any part thereof shall be appointed, then the Company shall have the immediate right to terminate this agreement and to declare all sums due and to become due hereunder for the full term of the rental agreement immediately due and payable. The Company may demand that the Customer returns all equipment in the same

Rental Systems – Terms & Conditions

conditions as delivered, ordinary fair wear and tear excepted, at the Customers risk and expense to such location as the Company may designate. The Company may enter upon any premises for the equipment as located and take immediate possession of and remove the same, all without court order or other process of law and all without any liability but without prejudice to all rights or remedies available to the Company in respect of the non-payment or any other breach of this agreement by the Customer.

14. Ownership and Inspection

14.1. The equipment is and shall at all times remain the sole property of the Company. The Customer shall permit and grant the Company the right and facilities to enter upon the delivery address at all reasonable times in order to inspect the equipment.

15. Variation

- 15.1. The Company is always prepared to consider changing their terms of trading in the light of particular circumstances that the Customer tells the Company about (in writing) before accepting the quotation. If any changes are made, they will only be binding on the Company if they are in writing signed by an authorized representative of the company.
- 15.2. If the Company waives any breach of any of their terms, that does not amount to a waiver of any subsequent breach, nor of the term itself; similarly, no terms will be implied into this agreement just because the Company has dealt that way in the past.
- 15.3. If the Customer requires the Company to do extra work or supply extra materials or services, the Company can charge a reasonable extra amount for this, without giving the Customer a formal quotation (although the Company will usually try to do that). Any extra work, materials or services will be provided on the same terms as the main contract works.

16. Invalidity of Any Provision

16.1. In the event of one or more of these terms and conditions or any part thereof being invalid, illegal or unenforceable in any respect the validity, legality, or unenforceability of the remaining terms and conditions shall not in any way be affected or impaired.

17. Law

17.1. Dealings between the Company and Customer, whether in respect of this contract or otherwise shall be governed by and construed in accordance with English Law, and any proceedings between the Company and the Customer shall be brought in an English court.