

F-Q72 ITC HYDRAULIC SERVICES LTD CONDITIONS OF HIRE

1. GENERAL

The condition outlined below are those associated with the hire of plant and equipment by ITC Hydraulic Services *Ltd.* (hereinafter called the Company) to any other firm, organisation or party (hereinafter called the Hirer).

2. ACCEPTANCE OF ORDERS

A purchase or rental order is required from the Hirer before any rental equipment is dispatched from the company. On receipt of the Hirers purchase/rental order by the company, it is understood that the Hirer fully accepts and agrees to all terms and conditions as stated and included in the rental quotation.

3. ACCEPTANCE OF GOODS

All orders by the Hirer against quotations, which must be in writing, are subject to acceptance in writing by the Company. Amendments to the original order will only be accepted when confirmed in writing by the Hirer.

4. CANCELLATION OF ORDERS

Cancellation of orders by the Hirer after acceptance of the order by the Company will only be accepted if confirmed in writing. Cancellation charges in these cases will be based on the cost accrued to the Company at the time of the cancellation plus 15%.

5. HIRERS RESPONSIBILITIES

- a) The Hirer undertakes to keep the plant and machinery in good condition and working order and will be responsible for the loss or damage to the equipment on hire from whatever cause this may arise, notwithstanding that no fault can be inputted to the Hirer and will notify the company immediately of the loss or damage.
- b) During the period of hire the Hirer shall insure the plant & machinery at the Hirer's own expense against loss or damage from all risks (including third party risks) and indemnify the Owner against all loss or damage to the Plant & Machinery not recoverable under the policy of insurance. Furthermore, the Hirer shall upon request from the Owner be obliged to provide proof of said insurance cover.
- c) The Hirer will be responsible to the Company for the full replacement cost of the plant and machinery or any part thereof which may be damaged lost or stolen and for full repair cost, including parts labour and overhead elements on items damaged. This condition must be met by the Hirer notwithstanding any insurance claim by the Company or the Hirer, which may be pending.
- d) The hirer will not modify or alter the plant or equipment without the written permission of the Company and all such alterations or modifications are undertaken at the Hirers cost. The hirer will be responsible for reverting the plant or equipment back to its original condition at the Hirers cost.
- e) The Hirer shall fully and completely indemnify the Company in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or rising out of the use of the plant or equipment and in respect of all costs and charges in connection therewith, whether rising from statute or common law. The Hirer will cover this indemnity by insurance with a reputable Insurance company acceptable to the Company.
- f) The Hirer will be responsible for compliance with all laws and regulations applicable to the plant and equipment and to the work being performed and will be responsible for obtaining all necessary permission for use of the plant or equipment and for the carrying out of the work being performed.
- g) The Hirer is responsible for daily maintenance. Costs for the maintenance and/or assistance are for the Hirers account.
- h) Fuel, lubricating oil and spares used during rental period are for the Hirers account, as is the change of filters, oils and consumables used on the return of the equipment at the end of the hire period.
- i) Equipment rented shall only be used for the purpose for which it was made. Overloading of the plant or equipment is not allowed. Trained operators only shall operate the plant or equipment.
- j) Repairs to the equipment are only to be carried out after approval of the Company.

6. CONDITION OF PLANT AND EQUIPMENT ON DELIVERY

Pre-hire surveys of the plant or equipment will be undertaken by independent inspection authorities at the Hirers request and cost and the Hirer must immediately intimate to the Company in writing any faults or defects in the plant or equipment revealed thereby. If such surveys are not requested the plant and/or equipment shall be deemed to be in good order and condition and to the Hirers satisfaction on delivery. It is expressly stated that the Company gives no warranty as to the condition or the plant and/or equipment or any part thereof.

7. HIRE PERIODS

- a) The plant and/or equipment shall be deemed to be on hire from the time it is collected by the Hirer from the Companies depot or the place where last employed or from a date agreed between both parties confirmed in writing. It shall continue to remain on hire until it is received back at the Companies depot or such other place accepted by the Company confirmed in writing and returned in its original condition and in a reusable state of repair.
- b) All plant and/or equipment is hired on a one-week minimum hire period basis unless a shorter hire period is confirmed in writing by the Company.

8. PRICING AND PAYMENT TERMS

- a) Prices quoted are NET in GBP, all quotations are valid for 30 (thirty) days from the date of quotation unless otherwise stipulated.
- b) The Hirer will be responsible for all transportation/freight and insurance costs associated with the delivery and return of the plant and/or equipment. Transportation and/or handling arranged by the Company on behalf of the Hirer will be charged at cost plus 15%
- c) All prices quoted are subject to VAT at the appropriate date.
- d) All payment terms are nett monthly for account holders and for non-account holder one-week payment in advance or pro rata if shorter period agreed.
- e) Import/Export of equipment into country of usage, i.e., customs clearances/import/export permits/licenses/certifications/duties/approvals from all relevant authorities will be Hirers responsibility.
- f) above quoted rates are exclusive of duties/custom levies/withholding taxes/VAT/GST which, if applicable, will be in addition to the above rates and are for Hirers account.

9. LEGAL CONSIDERATIONS

These conditions shall be governed by and confirmed in accordance with the Laws of Scotland and the parties hereto agree for this purpose to prorogate the jurisdiction of the Courts of Scotland.

10. LONG TERM HIRE

Any hire over 30 days will be invoiced monthly.