

Terms and Conditions for Equipment Rental

1 DEFINITIONS

In these terms and conditions the following words and expressions shall have the following meanings: -

"The Company" means Resolution GB Ltd

"The Customer" means the customer of the Company who is hiring the equipment pursuant to the Contract:

"The Contract" means the Contract between the parties for the hire or sale of the Equipment, evidenced by a Quotation or an Order and acceptance of the Company as the case may be and including these terms and conditions:

"The Equipment" means the equipment hired or sold by the Company to the Customer under the Contract:

"OEM" means Original Equipment manufacturer i.e Hewlett Packard.

2 GENERAL

- 2.1 The Company agrees to hire the Equipment as the case may be in accordance with the Contract and these terms and conditions.
- 2.2 All Quotations and the acceptance by the Company of any Order is on the understanding that the Customer accepts these terms and conditions. These terms and conditions shall form the basis of the Contract notwithstanding anything to the contrary in any other terms and conditions of or referred to by the Customer and unless expressly varied in writing by an authorised representative of the company.
- 2.3 Subject to sub-clause 2.2 hereof no employee, agent or other representative of the Company shall be empowered to waive the rights of the Company hereunder or vary these terms and conditions orally or otherwise.
- 2.4 Orders whether received as a result of a Quotation or otherwise are subject to acceptance by the Company in writing.

3 HIRE OF EQUIPMENT

3.1

- a Minimum period of rental will be one week, this will be invoiced whether or not equipment is returned before the end of this period.
- b Where a customer agrees a minimum period of rental and is charged accordingly termination of the rental before this period will result in charges being applied based on minimum period actually achieved. A week is defined as 7 days
- c Where a rental period exceeds the initial agreed rental period and reaches the next cost break point these new charges will automatically be applied
- d Start of rental period will be defined as when equipment is delivered/collected from Resolution GB Ltd.
- e Where Installation service is requested, start of rental will be defined as when the equipment has been installed by Resolution GB Ltd.
- f End of rental period will be defined as when equipment is collected by/delivered to Resolution GB Ltd.
- g Where goods are returned off hire via the customers carrier it is the customers responsibility to ensure that goods are delivered, until received rental period will continue and will be charged accordingly

3.2 Hire Charges

- a Hire charges shall be at the rates shown in the Company's Equipment hire list. The Company reserves the right to alter the hire charge for Equipment already on hire by written notice to the Customer.
- b There is a minimum hire period of one week.
- c Quotations are subject to confirmation upon receipt of an Order and the Company reserves the right to amend any accidental errors and/or omissions and Quotations or invoices.
- d Hire charges are at the discretion of the Company. The Company will not, however, alter the hire charge

quoted on a Quotation provided that an Order is received within thirty (30) days from the date of Quotation unless the Company has specified in writing to the contrary.

- e The Company reserves the right to revise hire charges where conditions change between the date of Quotation and the date of delivery.
- f The Customer waives any and all existing and future claims and rights of set off against hire charges or other payment (including interest) due hereunder and agrees to pay the hire charges and any other amounts payable hereunder regardless of any set off or cross claim on the part of the Customer against the Company.

3.3 Ownership

The Equipment shall remain the property of the Company and is provided to the Customer solely on a rental basis.

3.4 Customer's Obligations

During the continuance of the Contract the Customer shall:

- a Keep the Equipment at the delivery address as specified in the Contract and in its own possession and not remove the same from such address without first giving written notice to the Company of its destination and receiving written authorisation from the Company.
- b Not assign the benefit of the Contract without the prior written consent of the Company.
- c Permit an authorised representative of the Company at all reasonable times to enter upon premises or vessel where the Equipment may be inspected, maintained, repaired or tested.
- d Repay the Company on demand all costs, charges and expenses incurred in any way by reason of its breach of any of these terms and conditions including but not limited to all costs, charges and expenses incurred in ascertaining the location of the Equipment.
- e Take all reasonable and proper care of the Equipment, keep the Equipment in good condition and not subject the same to any misuse (normal wear and tear excepted) and indemnify the Company against any loss or damage to the Equipment.
- f Ensure that any instructions or manuals supplied by the Company for use of the Equipment will be fully observed.
- g Take all necessary steps to ensure that the Equipment will be safe and without risks to health and safety when properly used by it.
- h Ensure that the Equipment is operated in a skilful and proper manner and by persons who are competent to operate the same.
- i Permit the Company on reasonable notice to inspect and/or repair the Equipment.
- j Preserve on the Equipment the Company's and any manufacturer's identification number or mark or any nameplate that is or should be upon the Equipment.
- k Arrange and maintain at its expense adequate insurance for the Equipment satisfactory to the Company. Such insurance shall cover all loss and damage to the Equipment and also all risks to third parties in connection therewith. Such insurance shall commence from the time and date of despatch for the period of hire up to and including the date when the Equipment is delivered back to and received by the Company and acknowledged by it in writing.

The company has the right, prior to, or at any time during the rental period to ask for proof of insurance cover.

In the event of equipment being lost or uneconomical to repair and full replacement value being charged the damaged equipment becomes the property of the customer (or his insurance company) Resolution GB can at its discretion offer to purchase the written off equipment at a price agreed with the customer

If equipment is damaged as noted above and the company does not purchase the written off equipment the customer (or his insurance company) have seven days in which to remove the equipment from the companies premises or authorise the company to dispose of the goods. Beyond this time storage charges will be made.

- l Notify the Company in writing of any loss, damage or claim relating to the Equipment and on demand, reimburse the Company in respect thereof within thirty (30) days of the occurrence. The Company shall continue to charge the Customer the full hire charge for the Equipment until such payment is received. The Customer shall be liable under this clause for the full cost of replacing the Equipment.
- m Not sell, assign, sub rent, transfer or charge the Equipment or any part thereof or the benefit of the Contract or part with possession of the Equipment or any part thereof at any time during the period of hire.
- n Not make any alterations, modifications or technical adjustments or do or, subject to sub-clause 3.6 attempt any repairs to the Equipment without the prior written consent of the Company and the Customer acknowledges that any items or non-expendable material not returned to the Company will be charged to it at full replacement cost.
- o Not by any act or default render the Equipment liable to any distress, execution or other legal process or suffer the appointment or presentation of a petition for the appointment of an Administrator under the provisions of Part II of the Insolvency Act 1986.

- p Punctually pay all duties and taxes concerning the Equipment.
- q Procure that by the terms of any mortgage, charge or debenture of or in respect of its assets or any premises or vessel in which the Equipment may be installed or stored no rights whether present, future or contingent are created or become exercisable in respect of the Equipment notwithstanding that the Equipment may be or have become a fixture thereof. The Customer acknowledges the right on the part of the Company to notify any mortgagee or chargee from time to time of the Equipment and of such of these terms and conditions as the Company shall consider appropriate.
- r Upon expiry of the period hire, return the Equipment at its expense to the Company unencumbered and in good repair and condition, complete with all original packing and accessories.
Any missing accessories and/or packing/boxes not returned within seven days from end of rental period will be charged for. Only original items supplied will be accepted for return, alternative replacements will not be accepted.
If Resolution GB are unable to replace missing accessories or any part missing from any equipment such that equipment can no longer be used for rental purposes the customer will be charged for the complete replacement cost of the equipment. The equipment then becomes the property of the customer (or insurance company) and must be removed within seven days or storage charges will be applied.

3.5 Cancellation

The Customer shall not cancel the Contract or any part thereof prior to commencement of the hire of the Equipment unless the Company gives written consent including terms which fully indemnify it against any loss, damage or claim in respect thereof

3.6 Maintenance

The Customer shall notify the Company if any maintenance of the Equipment is required. Maintenance and repairs shall be undertaken by the Company Provided That the Customer at its expense returns the Equipment to the Company.

4 SALE OF EQUIPMENT

4.1 General

Subject to Clause 8, the Company gives no warranty in respect of the Equipment.

4.2 Retention of Title

Ownership of and title to the Equipment shall remain with the Company and shall not pass to the Customer until the whole sale price has been paid to the Company notwithstanding (1) delivery of the Equipment to the Customer or to any independent carrier or any other third party or (2) any other person hereof.

5 DELIVERY AND RISK

Delivery shall be deemed to take place when the Equipment leaves the Company's premises and is placed in transit to the Customer when the whole risk shall pass to the Customer. The Company shall endeavour to adhere to delivery dates but time shall not be deemed to be of the essence and the Company shall not be liable for any loss, damage or claim occasioned by or consequential on the non-delivery on the expected date or for delayed delivery. Deliveries offered ex-stock are subject to the Equipment being available at the date of receipt of the Order. In case of unforeseen delay in delivery, the Company will notify the Customer as soon as reasonably practicable.

6 CARRIAGE

- a Office hours for customer collection/delivery of goods are 0900 to 17.00 Monday to Friday.
- b Where delivery/collection of equipment has been arranged with the customer and the carrier is unable to undertake this due to unavailability of customer, equipment or whatever reason other than failure of the carrier, the customer will be charged at cost plus 25% for any additional charges made by the carriers.
- c All delivery times and schedules given by Resolution GB staff are for guidance only and Resolution GB cannot be held responsible for any costs, direct or consequential, due to failure to deliver or collect the goods as arranged.
- d Delivery charges will be advised on a case by case basis.
- e Costs for delivery/collection by Resolution GB arranged carrier includes insurance cover against loss or damage to the equipment.

7 PAYMENT

- a All price quoted are exclusive of VAT.
- b Payment can be made via:-
 - Account, subject to setting up and getting credit approval from Resolution GB; prior to supply of equipment.
 - Credit Card subject to verification of details pertaining to card.
 - Payment (monthly or as appropriate) in advance.
- c All invoices will be raised by, and payments should be made to, Resolution GB Ltd. All charges and invoicing will be done on a monthly basis.
- d Failure to meet payment terms will result in Resolution GB reclaiming equipment and charging for all costs associated with this action in addition to all outstanding payments.
- e In (d) above where equipment is reclaimed prior to end of minimum rental period due to non payment of charges equipment rates will be modified to reflect actual period on rental.
- f The company may charge and the Customer shall pay interest on any overdue payment at a rate of 4 per cent above the base rate of the Bank of Scotland.

8 DEFECTS AND LIABILITY

Whether the Customer is hiring or purchasing the Equipment, it shall notify the Company of any defects in the Equipment within twenty-four (24) hours of receipt by it. Failing 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 Customer's purposes. The Company does not give any warranty as to the quality of the Equipment nor as its fitness for the purposes of the Customer. The Company does not warrant that the Equipment corresponds with any description or specifications either contained in catalogues or given verbally. 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 profits or any consequential loss of any kind suffered by the Customer or any other party in any way connected with the Contract or the use, nature or condition of the Equipment.8.2. The liability of the Company including that for breach of contract, negligence, strict liability, in delict or otherwise for the Equipment and the Customer's remedy in respect thereof is limited as follows. The Company will repair or replace the Equipment or any part thereof (excluding installation) Provided that the Equipment or any part thereof is returned by the Customer at its expense to the Company's premises for inspection and provided further that such of the Equipment or any part thereof is accepted by the Company as defective from the time of delivery.

The company reserves the right to in the event of non availability or failure of equipment to substitute an alternative product of an equal or higher standard. As noted above it is the customer responsibility to ensure that this substituted equipment is fit for purpose.

9 FORCE MAJEURE

The Company shall not be liable to the Customer for any loss, damage or claim suffered by the Customer directly or indirectly as a result of the Company's failure or delay in performing any of its obligations under these terms and conditions where such failure or delay is caused by an occurrence beyond the reasonable control of the Company. In the event that the Company is unable to fulfil its obligations because of such force majeure it shall give written notice to that effect to the Customer stating the particulars and the period of time that it is likely to be unable to perform its obligations.

10 SEVERANCE

If any provision is or becomes illegal, invalid or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.

11 WAIVER

No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provisions.

