

# General Conditions for Hiring of Equipment and Conditions of Sale

## General Conditions for the Hiring of Equipment

### 1. DEFINITIONS AND LAW

The Contract is the document or documents that set out these Conditions and all other details about your agreement with us. "We" and "Us" mean the supplier of the hired equipment. "You" means the person, firm, company, corporation or public authority or body to whom we supply Equipment on hire. "Equipment" means the hired items referred to in the Contract. These Conditions exclude any terms and conditions you may have put forward, except where we have agreed to any amendments or other conditions in writing. These Conditions do not affect the statutory rights of a person dealing as a consumer as defined by the European Community's (Unfair Terms in Consumer Contracts) Regulations 1995 or any statutory modification of them. The Contract will be governed by and interpreted in accordance with the laws of the Republic of Ireland.

### 2. BASIS OF CHARGING

You will pay the hire charges stated in the Contract Hire charges will begin at the time stated in the Contract and will continue during the period of hire until we have given you a collection or off-hire number, or until you have restored the equipment to us in a clean and serviceable condition and we have given you a receipt for it. All time is chargeable including Saturdays, Sundays and Bank Holidays. All charges are payable on demand. If payments are not made when due, we will be entitled to interest on the amount that is overdue at four percent about the prevailing base rate of Allied Irish Bank plc calculated on a daily basis. This will be without prejudice to any other rights or remedies we may have. You will also pay us any charges we reasonably incur in the recovery from you of money or Equipment.

### 3. DELIVERY AND CARRIAGE CHARGES

Hire charges do not include carriage. You will pay to us any agreed charges for delivering or collection Equipment. Where we quote carriage charges, these include only for the time required to load or unload alongside our vehicle at the address you specified. You will pay extra for any further time or attendance including any attempt by us to carry out your pre-arranged instructions for delivery or collection which is unsuccessful due to your acts or omissions.

### 4. MAXIMUM PERIOD OF AGREEMENT (if you are not incorporated)

If you are an individual or a partnership or an unincorporated body of persons, the Contract will terminate not later than three months from the beginning of the period of hire. In such circumstances you must restore the Equipment to us before close to business on the day before the end of the three month period. If you fail to do this we will be entitled to charge you for any financial loss this causes us.

### 5. WHEN THE CONTRACT COMES INTO BEING

The Contract comes into being when you have placed an order giving details of your requirements and have agreed to be bound by these Conditions and we have accepted your order.

### 6. SAFETY AND INSTRUCTIONS

It is your responsibility to ensure that all people who use the Equipment are properly instructed in its safe and correct use and that they are in possession of all instructions supplied by us. You must ensure that the Equipment is not misused.

### 7. WHEN YOUR SIGNATURE FOR RECEIPT OF EQUIPMENT BECOMES EFFECTIVE

Where for administrative convenience, you or your agent are requested by us to sign a receipt for the Equipment before it is handed over, you or your agent will be given the opportunity to examine the Equipment when it is physically handed over to you or your agent. The receipt will not be effective until immediately after the physical handover.

### 8. RESPONSIBILITY OF HIRER (YOUR RESPONSIBILITY)

You will be responsible for the loading and unloading of the Equipment at the address specified by you. You will also be responsible for the loading and unloading of our Equipment at our premises when the Equipment is transported by or you're your agent. If we supply any such person to assist you, he will be under your control at such times.

Your responsibility for the Equipment begins when you or your agent receive the Equipment. If it delivered to you your responsibility begins on delivery. Your responsibilities include safekeeping of the Equipment and protection against the elements, theft, vandalism or improper use. You are responsible for the return of the Equipment or making clear arrangements with us for the collection of the Equipment at the end of the hire. Your responsibility ends only when the Equipment has been returned or collected and you have our unqualified receipt for all the Equipment. You must not sell or otherwise part with control of the Equipment.

You will indemnify us against any and every expense, liability, financial loss, claim or proceedings whatsoever, and in respect of any death or personal injury whatsoever or damage to or loss of property whatsoever (other than the Equipment itself, which is governed by Conditions 13 and 14) arising out of the delivery, use, misuse with particular reference to Condition 6 hereof, non-use, repossession, collection or return of the Equipment or any part of it. This indemnity will be reduced in proportion to the extent that such expense, liability, financial loss of property is due to our proven negligence.

### 9. ELECTRICAL EQUIPMENT

Where any part of the Equipment is electrical and should be normally used with plugs and/or sockets as fitted but if temporarily fitted with suitable plugs or sockets, this must be carried out by a competent person who must also return it to its original condition. It will be your responsibility at all times to arrange a suitable supply of electricity for use with the Equipment. Under no circumstances should electrical Equipment be used without it being correctly earthed unless it is of double insulated specification. You will be responsible for complying with the requirements of all relevant electricity regulations and standards during the period of your responsibility for the Equipment as defined in Condition 8.2 of these Conditions.

### 10. MAINTENANCE OF EQUIPMENT, BREAKDOWN PROCEDURES & ACCIDENT REPORTING

You must keep yourself acquainted with the state and condition of the Equipment and ensure that it remains safe, serviceable and clean. Any breakdown or any unsatisfactory working or Equipment must be immediately notified to us. The Equipment must be returned to our premises for examination elsewhere has been mutually agreed upon. You must notify us immediately if the Equipment is involved in any accident resulting in damage to the Equipment or to other property or injury to any person.

### 11. LOCATION OF EQUIPMENT

Equipment must not be removed without our authority from any site originally specified by you or from any site we subsequently authorise.

### 12. LIMITS OR OUR LIABILITY

12.1 All times which we state or quote for delivery or collection are approximate.

12.2 We will not be liable for any delays caused by any circumstances beyond our reasonable control.

12.3 We will not be liable for any indirect loss of business, profits, savings you expected to make, wasted money, wages, fees or expenses, due to late delivery, non-delivery, unsuitability, breakdown or stoppage of the Equipment of any part of it.

### 13. INSURANCE AND YOUR RESPONSIBILITY FOR YOUR LOST, STOLEN OR DAMAGED EQUIPMENT

You will pay to us the replacement cost of any Equipment which is lost or stolen or damaged beyond economic repair. You are advised to insure the Equipment on this basis. You will hold in trust for us and pay to us on demand all money you receive from an insurance company or from any other source in settlement of any claim relating to the loss, theft or damage to any of the Equipment. You must be compromise any claim without our express consent.

### 14. NON-RETURNED, LOST, STOLEN, DAMAGED OR UNCLEAN EQUIPMENT

14.1 You have full responsibility for the care and safekeeping and return in good order of the Equipment.

14.2 You pay to us all costs we incur in rectifying any Equipment returned damaged or unclean. Additionally, you will pay for our financial loss until such rectification is complete.

14.3 Where Equipment is lost or stolen or damaged beyond economic repair, you will pay for all financial loss to us until you have paid to us the replacement cost. This is without prejudice to our other rights.

### 15. TERMINATION OF HIRE

We will be entitled at any time if you breach the Contract or if any proceedings are commenced in which our solvency is called into question to terminate the Contract with an immediate effect and to repossess any or all of the Equipment. Such termination will not affect our right to recover from you any money due to us under the Contract or damages for breach of Contract.

### 16. OUR RIGHT OF ACCESS

You authorise us to enter any land or premises where we reasonably believe any Equipment to be, in order to inspect, test, repair or repossess it.

### 17. RIGHTS RESERVED

Any failure by us to enforce any or all of these Conditions shall not amount to, or be interpreted as, a waiver of any of our rights.

### 18. SEPARATE TERM VALIDITY AND HEADINGS

If any terms in this Contract are held invalid, this shall not affect the validity of the remaining terms. The headings in these Conditions are for reference purposes only and shall not affect the interpretation of those Conditions.

## General Conditions of Sale

### 1. DEFINITIONS AND LAW

The Contract is the document or documents that set out these Conditions and all other details about your agreement with us. "We" and "Us" means the seller of the Goods. "You" means the buyer of the Goods. The "Goods" means all goods to be sold by us to you. The "Recipient" means the person, firm, company, corporation or public authority to whom the Goods are delivered, when it is not you. These Conditions exclude any terms and conditions you may have put forward, except where we have agreed to any amendments or other conditions in writing. These Conditions do not affect the statutory rights of a person dealing as a consumer as defined by the European Community's (Unfair Terms in Consumer Contracts) Regulations 1995 or any statutory modification of them. The Contract will be governed by and interpreted in accordance with the laws of the Republic of Ireland.

### 2. WHEN THE CONTRACT COMES INTO BEING

The Contract comes into being when you have placed an order giving details of your requirements and have agreed to be bound by these Conditions and we have accepted your order.

### 3. PAYMENT

Where we have granted monthly account facilities to you in writing, all invoices must be paid by the last day of the month following the month of delivery. Where no such facilities have been granted, payment will be with your order, or where previously agreed, on delivery. If payment is not made when due, we will be entitled to interest on the amount that is overdue at four percent about the prevailing base rate of Allied Irish Banks LC calculated on a daily basis. This will be without prejudice to any other rights or remedies we may have.

### 4. RECEIPT

You, or the Recipient on your behalf, will receive and unload the Goods and should check them for quantity and condition in the presence of the carrier. If there is a shortage or if any of the Goods are in an unsatisfactory condition, you or the Recipient must so endorse the carrier's delivery document and must give us a separate written notice of this within three days of delivery. If this Condition is not observed, no claim in respect of shortage or of unsatisfactory condition of the Goods will be entertained.

### 5. RISK AND TITLE TO GOODS

5.1 The risk in the Goods will pass to you immediately on delivery of the Goods to you or to the Recipient.

5.2 The ownership of the Goods will remain with us, and we reserve the rights to dispose of the Goods, until you have paid in full for the Goods which we have supplied at any time to you and you have paid all debts due to us. Until such payment has been made in full, you will hold the Goods on our behalf and to our order and you will be under obligation to return the Goods to us on demand. Upon any breach by you or any of the terms of this Contract, or upon you insolvency or presentation to the Court of a Petition of Liquidation or an application for appointment of a Liquidator, Receiver or Examiner, or presentation of a Petition of Bankruptcy, we will be entitled to rescind or terminate this Contract and immediately to repossess the Goods. You will permit us to enter any land or premises owned, used or occupied by you in order to recover our Goods, and you permit us to open shut and lockfast places for the purposes of finding or recovering our Goods.

### 6. LIMIT OF OUR LIABILITY

6.1 All times which we state or quote for delivery are approximate.

6.2 We will not be liable for any delays caused by any circumstances, beyond our reasonable control.

6.3 We will not be liable for any indirect loss, loss of business, profits, savings you expected to make, wasted money, wages, fees or expenses, due to late delivery, non-delivery, unsuitability, breakdown or stoppage of the Goods or any part of them.

### 7. RIGHTS RESERVED

Any failure by us to enforce any or all of these Conditions shall not amount to or be interpreted as a waiver of any of our rights.

### 8. SEPARATE TERMS VALIDITY AND HEADINGS

If any terms in this Contract are held invalid, this shall not affect the validity of the remaining terms. The headings in these Conditions are for reference purposes only and shall not affect the interpretation of these Conditions.