

General Conditions for Hiring of Equipment and Conditions of Sale

General Conditions for Hire 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 modifications 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 you **have off-hired** the equipment, or until you have restored the equipment to us in a clean and serviceable condition and we have acknowledged receipt of it. All time is chargeable including **Saturdays, Sundays, and Bank Holidays**. All charges are payable on demand. 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. If payment is not made when due, we will be entitled to interest on **the amount that is overdue at four percent above the** prevailing base rate of Allied Irish Banks PLC calculated on a daily basis. This will be without prejudice to any other rights or remedies we may have. You will also pay to us any charges we reasonably incur in the recovery from you the 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 collecting equipment. Where we quote carriage charges, these include only for the time required to load or unload alongside our vehicle at the address you have specified. You will pay extra for any further time or attendance including any attempt by us to carry out your prearranged 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 3 months from the beginning of the period of hire. In such circumstances you must restore the equipment to us before close of business on the day before the end of the 3 months 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 make sure 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. You shall be responsible for ensuring that the equipment is operated in a competent manner within the manufacturers rated capacity and in a safe area.

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)

- a. **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 the equipment at our premises when the equipment is transported by you or your agent. If we supply any person to assist you, he will be under your control at such times.
- b. Your responsibility for the equipment begins when you or your agent receive the equipment. If it is 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 hire. Your responsibility ends only when the equipment has been returned or collected and we have acknowledged receipt of it. You must not sell, lend, sub-let, re-hire or otherwise part with control or possession of the Equipment.
- c. 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 & 14) arising out of delivery, use, mis-use with particular reference to conditions 6 thereof, non-use, repossession. Collection or return of the equipment or any part of it. **This indemnity will be reduced in proportion of the**

extent that such expense, liability, financial loss, claim or proceedings or death or personal injury or damage or loss of property is due to our proven negligence.

- d. Fuel, Oil and Grease – When supplied by you shall be to the grade or type specified by us. Fuel, oil and grease shall be supplied at the net cost, or cost specified in the Schedule hereto when supplied by us.**
- e. You shall not and shall not cause or permit the defacing, removal or obscuring of our sign or nameplate on the plant.
- f. From arrival on site of the plant until its departure there from, it shall be your responsibility to ensure that the plant is stored, moved and operated in compliance with all relevant law including Health & Safety and Road Traffic Acts and Regulations, in particular the construction (Safety, Health and Welfare) Regulations 1975

9. Maintenance of equipment, breakdown procedures and 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 of Equipment must be immediately notified to us. Under no circumstance must you repair or attempt to repair the equipment unless authorised by us. The equipment must be returned to our premises for examination except where 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. It shall be your responsibility subsequently to give full written detail of the accident, to do or permit or cause to be done all necessary steps to investigate the accident and to avoid the giving of any admission or indemnity, offer, promise or payment or the making of any agreement.

10. 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.

11. Limits of our liability

- a. All times which we state or quote for delivery or collection are approximate.
- b. We will not be liable for any delays caused by any circumstances beyond our reasonable control.
- c. 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 equipment or any part of it.

12. Insurance and your responsibility for 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 the insurance company or from any other source in settlement of any claim relating to the loss, theft or damage of any of the equipment. You must not compromise any claim without our express consent.

13. Non-Returned, Lost, Stolen, Damaged or Unclean Equipment

- a. You have full responsibility for the care and safekeeping and return in good order of the Equipment.
- b. You will pay 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.
- c. 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.

14. Termination of Hire.

We will be entitled at any time if you break this contract or if any proceedings are commenced in which your solvency is called into question to terminate this contract with 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 this Contract or damages for breach of contract.

15. Our rights 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, replace or repossess it.

16. 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.

17. Separate term Validity and Headings

If any term in this contract is 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 interpretations of these conditions.

18. Preservation of our Title

If you shall suffer the appointment of an liquidator or Manager, or go into liquidation or voluntary liquidation, or have bankruptcy proceedings served against you or seek it to present your own petition in bankruptcy or have any warrant distress or execution served against you or shall make or seek to make an arrangement with your creditors or shall fail to make payment to us at the appointed time or shall breach or fail to perform in full the conditions of this contract, or shall do so or cause or permit anything causing circumstances prejudicial to our rights, then we shall have the right into any premises where the plant is, or is thought to be and take possession of the plant. Such possession shall forthwith terminate this contract, without prejudice to our rights against you.

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 good. '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. 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 a separate written notice of this to us within three day's of delivery. If this condition is not observed, no claim in respect of shortage or of unsatisfactory condition of the goods will be entertained.

3. Risk and Title of Goods

- a. The risk in the Goods will pass to you immediately on delivery of the Goods to you or to the recipient.
- b. The ownership of the Goods will remain with us, and we reserve the right to dispose of the goods, until you have paid in full for all 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 and obligation to return the goods to us on demand. Upon any breach by you or any of the terms of this contract, or upon your insolvency or presentation to court of a Petition for your Liquidation or an application for appointment of a Liquidator, receiver or examiner, or presentation of a petition for your 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 purpose of finding or recovering our goods.

Payment

1. 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 above 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.

2. Limit of our liability

All times which we state or quote for delivery are approximate. We will not be liable for any delays caused by any inconvenience beyond our reasonable control. We will not be liable for any indirect loss, loss of business, profits, savings you expect 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

3. Rights Reserved

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

4. Separate terms Validity and Headings

If any term in this contract is 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.