

## Terms and Conditions of Rental

1. This agreement is made between Covenco Ltd., the "Owner" and the "Hirer", and the 'Hirer' named in the relevant rental Sales Order Confirmation. The Owner agrees to hire, and the Hirer agrees to take on hire for the "Rental Term" and any period thereafter the equipment listed on the "rental Sales Order Confirmation" on the terms and conditions set out below.
2. "Equipment" is the equipment described on the rental Sales Order Confirmation and includes all component parts, accessories, replacement parts, renewals and additions or any equipment supplied by or at the request of the Owner or insurers in substitution of equipment which has been damaged or destroyed. "Rental Term" means the period stated on the rental sales order and any extension orders, commencing the date of delivery.
3. If any sum payable under this agreement is not paid by its due date, then without prejudice to the Owner's other rights, the Hirer shall pay to the Owner default interest, from the due date to the date of payment, at 5% above Barclays base rate from time to time in force. Non-payment of any invoice on the due date may also lead to decommissioning and removal of the equipment with 24 hours notice.
4. The Owner does not let the equipment subject to any express warranty, condition, representation or stipulation. The Owner does not warrant that the equipment is fit for any particular purpose even if that purpose has been made known to the Owner during negotiations. The Owner accepts no responsibility for the software or data stored on the equipment under any circumstances. Where the Owner makes available licensed software, the Hirer agrees to abide by the terms and conditions of the licensor of the software.
5. The Hirer indemnifies the Owner against all liabilities, claims, damages, consequential damages, losses, expenses, demands and costs, howsoever caused or arising including claims by third parties in respect of the equipment its use, its ownership or possession, save for death or injury caused by the Owner's negligence.
6. The Hirer is responsible for loss, theft or damage from the point of delivery, until collection by our agent. It is the Hirer's responsibility to verify the state and contents of a shipment at the time of delivery. The Owner cannot accept responsibility for claims that the equipment was lost or damaged in transit where a Hirer has signed the shipper's documentation as "received in good condition".
7. The Hirer is liable for the full replacement value of the equipment from the date of delivery. It is the Hirer's responsibility to insure the equipment under a fully comprehensive policy at the Hirer's expense. Without limiting the generality of the forgoing, the policy shall insure the Owner and the Hirer against all liability to the Hirer's employees and to third parties, for damage caused by the equipment of by its use or operation.
8. The Hirer shall at all times, at the Hirer's expense, keep and maintain the equipment in good serviceable repair and efficient working order (fair wear & tear excepted) and replace all missing, damaged or broken parts with parts of equal quality, unless a maintenance cost is specifically included on the rental sales order. If the Hirer fails to perform such obligation the Owner shall have the option to undertake the same at the expense of the Hirer.
9. The Hirer shall at reasonable times permit the Owner or his representative to inspect the equipment.
10. The Hirer shall not, subject to any statutory enactment, without the prior written consent of the Owner make any alterations, additions or improvements to the equipment and any alterations, additions or improvements shall automatically vest in the Owner without further cost to the Owner. If the Hirer makes unauthorised reconfiguration of the equipment the Owner reserves the right to charge the Hirer for any work in returning the equipment to the original configuration.
11. The Hirer shall keep the equipment at the location stated on the rental sales order and shall not permit it to become affixed to the premises or remove it from such location without the prior written consent of the Owner.
12. The Hirer shall not sell, lease, assign dispose of, or part with possession of the equipment in this Agreement or permit any lien, mortgage or charge or other encumbrance to arise over it.
13. The Hirer shall pay to the Owner on demand all costs charges and expenses incurred by or on behalf of the Owner in enforcing this agreement or ascertaining the whereabouts of and retaking possession of the equipment and in preserving, insuring and storing the equipment.
14. The Hirer may terminate this agreement, not earlier than the end of the term, by giving one weeks' notice. Unless so terminated this agreement shall continue beyond the term on the terms and conditions thereof.

15. The Owner does not automatically collect the equipment at the end of the Rental Period. It is the Hirer's responsibility to inform the Owner, in writing, three working days, prior to the end of the Rental Period that the equipment is no longer required. The Hirer will be charged for an additional Rental Period if a collection has not been requested. Similarly if the equipment is returned prior to the end of the rental period the Hirer will be liable for the full Rental Term.
16. If the Hirer fails to observe any of the Hirer's obligations under this Agreement or if any statement made by the Hirer in applying to enter into this agreement is found to be untrue or if the Owner considers his interest in the equipment to be in jeopardy then the Owner may make notice in writing to the Hirer to terminate this agreement.
17. In the event of a breach of this agreement, the Hirer entering into a voluntary arrangement with its creditors or the Hirer appointing a receiver this contract shall terminate forthwith. All monies due under this contract become immediately payable and the Owner has the right to immediately repossess the equipment.
18. Title to the equipment shall never pass to the Hirer.
19. This contract is non-transferable without the written consent of the Owner.
20. No relaxation or indulgence granted by the Owner to the Hirer shall affect the Owner's rights.
21. Where two or more persons constitute the Hirer their liability hereunder shall be joint and several and notice to one shall constitute notice to each of them.
22. This Agreement shall be governed by English law and the Hirer submits to the jurisdiction of the English Court.